LXL SLIDE GATE OPERATOR SERIES | LIMITED WARRANTY

HYDRAULIC SLIDE GATE OPERATOR

Revised 08/2024

B&B Roadway and Security Solutions ("BBRSS") warrants that at the time of sale, each BBRSS-branded LXL Series Hydraulic Slide Gate Operators ("LXL Series Product") will, in all material respects, conform to the then-applicable specification for the product and will be substantially free from defects in material and manufacture. The following additional warranties apply to products purchased through BBRSS-authorized channels.

BBRSS warrants that the Product will remain serviceable for five (5) years or 500,000 gate cycles (whichever occurs first) from the date of shipment (FOB). The preceding warranty duration does not apply to the following products or components described below, which have a shorter warranty period:

- Two years from shipment: Hydraulic gate operator drive wheels, and rails/rack.
- Two years from shipment: AC and DC power supplies, chargers.
- One year from shipment: Components subject to normal wear and tear, including but not limited to base, cabinet, and fuses.

BBRSS warrants that replacement parts (whether new or reconditioned) will remain serviceable for One Year from the date that the part was shipped from BBRSS or the remaining period of this Limited Warranty, whichever is longer.

The preceding warranties do not apply when failure or damage is due to improper use or application, abuse or misuse, vandalism, natural disasters/catastrophes, or if products have been altered or modified, subjected to improper storage, improper maintenance, negligence, or used with parts not authorized by the manufacturer including but not limited to: temperature extremes, long term flooding or lack of drainage, packed debris, snow or ice, improper electrical power feed voltage or frequency. This warranty excludes wear, scratches and/or other damage to finishes and painted surfaces due to normal use.

The preceding warranties also do not extend to accessories when those items carry the name plate of a manufacturer other than BBRSS and they are not a part of the base model. BBRSS disclaims all warranties for such accessory components, which carry only the original warranty, if any, of their original manufacturer. BBRSS hereby assigns its rights under such manufacturer warranties—to the extent that such rights are assignable—to Buyer.

For any product that is not purchased through Authorized Channels, these warranties shall not apply.

The above constitutes the complete warranties by BBRSS. No other agreement, written or implied, is valid. BBRSS does not authorize any other person or agent to make any other express warranties. BBRSS neither assumes nor authorizes any other person or agent to assume any other liability in connection with the Product. Any implied warranties, including any warranty of merchantability or warranty of fitness for a particular purpose, are limited in duration to period of the applicable express warranty for the product or component. BBRSS hereby disclaims and excludes all other warranties—including any liability for infringement, and any warranties otherwise arising from course of dealing, course of performance, or usage of trade.

Some jurisdictions do not allow limitations on how long an implied warranty lasts, nor do they allow an exclusion or limitation of incidental or consequential damages; therefore, the limitations and exclusions noted herein may not apply.

BBRSS reserves the right to inspect the material to determine validity of the claim. Upon validation of the claim by BBRSS or its authorized representative, redemption by replacement, renewal or issuance of a pro-rated credit shall be made by BBRSS. If a warranty claim does not meet the warranty criteria, then the Buyer or owner/operator (End User) shall be responsible for reimbursing the manufacturer for service and/or repair costs. This warranty may exclude any on site labor, travel costs to site and/or expenses in performing service or repair on site, for valid warranty claims.

If a BBRSS product fails to conform to the warranties set forth herein, Buyer must notify and order replacement parts within a reasonable time and in no event more than thirty (30) days after the discovery of the nonconformity. BBRSS will investigate and, in the event of a breach, will provide, within a reasonable period of time, one of the following: (1) repair or replacement of any nonconforming products or components or (2) refund of the price upon return of the nonconforming items. BBRSS reserves the right to supply used or reconditioned material for all warranty claims. BBRSS will not be considered to be in breach of or default under this Warranty because of any failure to perform due to conditions beyond its reasonable control, including any force majeure. This warranty does not cover any incidental expenses, including fines or penalties, temporary security, labor, shipping, travel time or standby time that are incurred for inspection or replacement of any nonconforming items. As a condition of warranty coverage, warranty claims must be submitted in accordance with the procedures described on the BBRSS form, "RMA Procedures."

The remedy selected by BBRSS in accordance with this paragraph shall be the exclusive and sole remedy of buyer for any breach of warranty.

BBRSS will not be liable for claims or damages caused by buyer's failure to fulfill its obligations herein. To the full extent permitted under applicable law, BBRSS shall not be liable to buyer or any third party with respect to any product under any contract, negligence, strict liability or other theory for: (a) any claims, actions or causes of action arising out of, under or in connection with any arrangement between buyer and any third party, or any failure of performance, by a third party;

Or (b) any indirect, incidental, consequential, exemplary or punitive damages including, but not limited to, lost profits, even if BBRSS is aware of the possibility of such damages or if the remedy fails of its essential purpose.

BBRSS's maximum liability hereunder, regardless of the legal theory, shall not exceed lesser of (i) the contract price of the products BBRSS furnished; or (ii) the aggregate of fees paid to BBRSS for products during the twelve months immediately preceding the date on which the most current event giving rise to such liability occurred.

If any provision of this warranty is found to be invalid or unenforceable, then the remainder shall have full force and effect.

BBRSS shall retain all rights to designs, drawings, patterns, plans, specifications, technology, technical data and information, technical processes, and business methods, whether patentable or not, arising out of or resulting from BBRSS rendering engineering services to and designing systems/products for Buyer's use. Buyer agrees not to enforce against BBRSS or customers of BBRSS any patent rights, the scope of which includes a system, process or business method utilizing products or engineering services delivered hereunder by BBRSS and which relates to an invention, improvement, enhancement, or development made by or for Buyer. Notwithstanding the foregoing, to the extent that any products include, embody or require for its use or sale the intellectual property of BBRSS or any BBRSS affiliate or subcontractor involved with the provision of such products ("Supplier IP"), BBRSS hereby grants Buyer and Buyer's affiliates a non-exclusive, transferable, worldwide, royalty free and irrevocable license to use the Supplier IP in connection with the products provided BBRSS will not furnish the name. Trademark or proprietary indicia of Buyer as a reference, or utilize the name, trademark, or proprietary indicia of Buyer without the prior written approval of Buyer.

This warranty will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Oklahoma, without reference to its choice of law principles. The U.N. Convention on Contracts for the International Sale of Goods will not apply to this warranty.