

# Statement of Warranty

## **PART I – GENERAL TERMS**

This Statement of Limited Warranty includes Part I General Terms and Part 2 Warranty Information. The warranties provided by VIKING in this Statement of Limited Warranty apply only to Vehicular Gate Operators (“Operator”) you purchase for your use and not for resale. The term Operator means a VIKING Operator, its features conversions upgrades elements or accessories or any combination of them. Nothing in this Statement of Limited Warranty affects any statutory rights of consumers that cannot be waived or limited by contract.

## **WHAT THIS WARRANTY COVERS**

VIKING warrants that each Operator 1) is free from defects in materials and workmanship and 2) conforms to VIKING’s Official Published Specifications (“Specifications”) which are available on request. The warranty period for the Operator starts on the original Date of Installation and is specified in Part 2 Warranty Information. The date on your invoice or sales receipt is the Date of Installation unless VIKING or your reseller informs you otherwise. A part that replaces a removed part will assume the warranty service status of the removed part. Unless VIKING specifies otherwise, these warranties apply only in the country or region in which you purchased the Operator.

**THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

## **WHAT THIS WARRANTY DOES NOT COVER**

### **THIS WARRANTY DOES NOT COVER THE FOLLOWING:**

Failure resulting from misuse (including but not limited to use of any Operator capacity or capability other than that authorized by VIKING in writing), accident, modification, unsuitable physical or operating environment, or improper installation, or improper or failure of maintenance by you. Failure caused by a product for which VIKING is not responsible; and any non-VIKING products, including those that VIKING may procure and provide with or integrate into an VIKING Operator at your request. The warranty is voided by removal or alteration of identification labels on the Operator or its parts. VIKING does not warrant uninterrupted or error-free operation of a Operator. Any technical or other support provided for a Operator under warranty, such as assistance with “how-to” questions and those regarding Operator set-up and installation, is provided WITHOUT WARRANTIES OF ANY KIND,

## **HOW TO OBTAIN WARRANTY SERVICE**

If the Operator does not function as warranted during the warranty period, contact VIKING or your reseller to obtain warranty service. If you do not register the Operator with VIKING, you may be required to present proof of purchase as evidence of your entitlement to warranty service.

## **WHAT VIKING WILL DO TO CORRECT PROBLEMS**

When you contact VIKING for service you must follow the problem determination and resolution procedures that VIKING specifies. An initial diagnosis of your problem can be made either by a technician over the telephone or by inspection of the Operator at VIKING’s facility. The type of warranty service applicable to your Operator is specified in Part 2 - Warranty Information.

## **EXCHANGE OF A PART OR OPERATOR**

When the warranty service involves the exchange of a Operator or part, the item VIKING or your reseller replaces becomes its property and the replacement becomes yours. You represent that all removed items are genuine and unaltered. The replacement may not be new, but will be in good working order and at least functionally equivalent to the item replaced. The replacement assumes the warranty service status of the replaced item.

## **LIMITATION OF LIABILITY**

VIKING is responsible for loss of or damage to your Operator only while it is 1) in VIKING's possession or 2) in transit in those cases where VIKING is responsible for the transportation charges. Neither VIKING nor your reseller are responsible for any of your confidential, proprietary or personal information contained in a Operator which you return to VIKING for any reason. You should remove all such information from the Operator prior to its return.

**UNDER NO CIRCUMSTANCES IS VIKING, ITS SUPPLIERS OR RESELLERS LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY: 1) THIRD PARTY CLAIMS AGAINST YOU FOR DAMAGES; 2) LOSS OF, OR DAMAGE TO, DATA; 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR 4) LOST PROFITS, BUSINESS REVENUE, GOODWILL OR ANTICIPATED SAVINGS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

## **GOVERNING LAW**

Both you and VIKING consent to the application of the laws of the State in which you acquired the Operator to govern, interpret, and enforce all of your and VIKING's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Statement of Limited Warranty, without regard to conflict of law principles.

**THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.**

## **JURISDICTION**

All of our rights, duties, and obligations are subject to the courts of the State in which you acquired the Operator.

## PART 2 - WARRANTY INFORMATION

This Part 2 provides information regarding the warranty applicable to your Operator, including the warranty period and type of warranty service VIKING provides.

### WARRANTY PERIOD

The warranty period may vary by country or region or Operator and is specified in the table below.

### TYPES OF WARRANTY SERVICE

If required, VIKING provides repair or exchange service depending on the type of warranty service specified for your Operator in the above table and as described below. Warranty service may be provided by your reseller if approved by VIKING to perform warranty service. Scheduling of service will depend upon the time of your call and is subject to parts availability. Service levels and response time objectives and are not guaranteed. The specified level of warranty service may not be available in all worldwide locations, additional charges may apply outside VIKING's normal service area, contact your local VIKING representative or your reseller for country and location specific information.

#### 1. CUSTOMER REPLACEABLE UNIT (“CRU”) SERVICE

VIKING may provide replacement CRUs to you for you to install. CRU information and replacement instructions will be shipped with your CRU and are available from VIKING at any time on your request. Installation of CRUs is your responsibility. If VIKING installs a CRU at your request, you will be charged for the installation. VIKING specifies in the materials shipped with a replacement CRU whether a defective CRU must be returned to VIKING. When return is required, 1) return instructions and a container are shipped with the replacement CRU, and 2) you may be charged for the replacement CRU if VIKING does not receive the defective CRU within 30 days of your receipt of the replacement.

#### 2. CUSTOMER CARRY-IN OR MAIL-IN SERVICE

You will deliver or mail as VIKING specifies (prepaid unless VIKING specifies otherwise) the failing Operator suitably packaged to a location VIKING designates. After VIKING has repaired or exchanged the Operator, VIKING will make it available for your collection or, for Mail-in Service, VIKING will return it to you at your expense, unless VIKING specifies otherwise. You are responsible for the subsequent installation and verification of the Operator. You will be responsible for all labor in connection with the removal or installation of the Unit.

Operator	Residential Use	Commercial Use	Battery
X-9	3 Years Parts	2 Years parts	3 Years
G-5	3 Years Parts	2 Years parts	3 Years
F-1	7 Years Parts	5 Years parts	3 Years
T-21	7 Years Parts	5 Years parts	3 Years
L-3	7Years Parts	5 Years parts	3 Years
H-10	7 Years Parts	5 Years parts	3 Years
Q-4	7 Years Parts	5 Years parts	3 Years
K-2	5 Years Parts	0 Years parts	3 Years
R-6	5 Years Parts	0 Years parts	3 Years
i-8	3 Years Parts	2 Years parts	3 Years
B-12	0 Years Parts	2 Years parts	3 Years

Accessory Type	Residential or Commercial use with Viking Product
Viking Blue M/S	
Viking Blue Diagnostics	
Viking Heater Kit	
Viking Post / Pedistal Kits	1 Year Warranty
Viking Solar Panel	
Viking Remote Power Box	
Viking Maglock	
Viking Loop Rack	

**ALL WARRANTY PERIODS SHALL BEGIN FROM THE DATE OF MANUFACTURING, UNLESS A COMPLETED VIKING WARRANTY CARD HAS BEEN RETURNED TO VIKING, IN WHICH CASE, THE WARRANTY PERIOD SHALL BEGIN FROM THE DATE OF INSTALLATION.**