



PRODUCT WARRANTY POLICY

LIMITED WARRANTY

Specialty Manufacturing Incorporated (SMI) guarantees its products against defects in materials and workmanship for the time stated and to the extent and subject to the limitations set forth below:

STOP ARMS AND CROSSING ARMS: Two (2) years from the date of manufacture (as evidenced by the SMI serial number on the product).

PROLO, TRIPLE VALUE, DUAL PURPOSE, POWER and MSV ROOF HATCHES: Two (2) years on all electrical components, Five (5) years on all other components from the date of manufacture (as evidenced by the SMI serial number on the product).

DRIVER ALERT and MERGE ALERT: Five (5) years from the date of manufacture (as evidenced by the SMI serial number on the product).

PRETORIA TRANSIT INTERIORS: TWO (2) years from the date of manufacture (as evidenced by the SMI serial number on the product).

ALL OTHER SMI PRODUCTS: (Includes 1900-series hatch product) One (1) year from the date of manufacture (as evidenced by the SMI serial number on the product).

This limited warranty extends only to the original purchase of products from SMI by an original equipment manufacturer, dealer, or distributor (the "Buyer").

SMI's sole and exclusive obligation (and Buyer's sole and exclusive remedy) with respect to this limited warranty shall be to, at its option, repair, replace or issue credit (non-repairable parts only) for defective products in accordance with this limited warranty, provided that SMI receives notice of such defects during the applicable warranty period.

Any damage caused by external causes or events beyond our control, including problems with electrical power, servicing not authorized by SMI, negligent installation or operation, failure to follow documented procedures, use of non-SMI parts in conjunction with products of SMI's manufacture, abuse, or general misuse of the product are not covered by the warranty. Custom configured products are non-refundable.

To request warranty service you must call SMI at (800) 951-7867 within the warranty period stated above, with a complete description of the problem, or send an e-mail to: Warranty@smiglobal.net

If warranty service is required, SMI will issue a Return Material authorization number (RMA). You must ship the defective product back to SMI within the warranty period in its original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. To be considered for credit, **A COPY OF THE RMA MUST ACCOMPANY ALL RETURNED PRODUCT.**

EXCLUSION FROM COVERAGE

SMI is not obligated to repair or replace cosmetic items. This warranty applies only to the operation or use of the covered product under conditions for which it was designed, and does not cover loss or damage resulting from external causes such as dropping the product, collision with an object, burglary, theft, vandalism, environmental conditions, such as fire, flooding, windstorm, hail, or earthquake, misuse, abuse, neglect or accidental damage resulting from improper use of any electrical power source. Damage incurred during transport of product is not covered.

In order for the warranty to be valid, you, the Buyer shall perform routine and preventive maintenance as recommended by the manufacturer. Loss or damage resulting from the failure to abide by the manufacturer's recommended maintenance is specifically not covered by this warranty.

GENERAL POLICY

1. Failure to comply with above statements will void this Limited Warranty
2. SMI assumes no responsibility or liability for the expense incurred for removal and/or installation of product requiring service and/or repair; or for the expense of packaging and handling; or for the handling of product returned to sender after necessary service or repair.
3. This warranty will be voided when:
 - Using or substituting other than all genuine SMI components.
 - Serial Number and/or date of manufacture on unit(s) have been intentionally defaced or painted over.
4. Except as expressly provided in this limited warranty, there are no other express or implied warranties for the products; including without limitation any implied warranties of merchantability or fitness for a particular purpose.

IN NO EVENT WILL SMI BE LIABLE FOR MONETARY DAMAGES (REGARDLESS OF THE CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE) OR FOR ANY LOST PROFITS, LOST SAVINGS, INCIDENTAL DAMAGES OR OTHER CONSEQUENTIAL DAMAGES, OR FOR PUNITIVE DAMAGES, EVEN IF SMI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY BUYER BASED ON ANY THIRD PARTY CLAIM OR FOR ANY COSTS OR ATTORNEY FEES INCURRED BY THE BUYER.

THIS WARRANTY POLICY SUPERCEDES ALL PREVIOUS WARRANTY POLICIES.

SMI RESERVES THE RIGHT TO MODIFY, WITHOUT NOTICE, THIS WARRANTY POLICY AT ANY TIME, AND AT SMI'S SOLE DISCRETION.