

EAGLEGATE™ LIMITED PRODUCT WARRANTY

For the benefit of the original purchaser only, conditional on installation of its Products by or under the direction of an authorized EagleGate™ dealer, and subject to the additional conditions included below, **EagleGate™ Automation, Inc.** (“EagleGate”) warrants its Elliptical and Talon Gate Operators (each, a “Product,” or collectively, the “Products”) to be free from defects in materials and workmanship, under normal use and service at the Product’s original installation location for the following applicable periods, depending on components and the nature of the original installation:

1. Gear and Gear Track Components. EagleGate extends to the original purchaser only and at the original installation location, whether commercial or residential, a limited lifetime warranty covering all gear and gear track components of the EagleGate Products, conditioned on proof of proper annual Product maintenance by an approved EagleGate installer, and upon the further conditions set forth below.

2. All Non-Electronic Components (other than Gear and Gear Track):

The warranty periods for all mechanical (non-electronic) components of the listed products, other than the Gear and Gear Track components identified in paragraph 1, shall be as follows:

a. For all commercial installations, the warranty period shall be seven (7) years, commencing on the date of purchase by the original customer; and

b. For all residential installations, the warranty period shall be nine (9) years, commencing on the date of original installation.

3. Motor and Other Electronic Components. The warranty period for the motor and all other electronic components of the Products (other than batteries) shall be two (2) years from the date of original installation, for both commercial and residential installations

4. Batteries are not covered under this warranty, for any period.

EagleGate’s sole obligation under this warranty shall be and is limited to repairing or replacing, at its option, any parts which shall be determined by EagleGate to be defective, and is conditioned upon the original customer giving written notice of any such defect to EagleGate within the warranty period.

This warranty also shall not apply to any Product that has been removed from its original installation location (other than by an authorized installer and for purposes of shipping the Product to EagleGate for repairs), or to any Product that has been subjected to misuse, neglect, accident, or to use in violation of instructions furnished, including damages resulting from improper installation or connection to an improper voltage source, or to products damaged by Acts of God (lightning strikes, power surges, floods, fire, natural

disaster). Furthermore, this warranty shall not apply to units that have been repaired or altered outside of the EagleGate factory. EagleGate is not responsible for any damages or other cost proximately caused by, or which may result from installation, handling, non-conforming use or operation or Product abuse, or Product modifications not authorized by EagleGate or for any damages which may arise out of use of the Products.

This warranty covers bench repairs only, and any repairs must be made at the factory or place designated in writing by EagleGate. Any Product or defective parts must be returned, freight prepaid, to EagleGate, c/o 549 West 24th Street, Ogden, Utah 84401. EagleGate will pay return freight for the repaired or replaced Products or parts in warranty. EagleGate will not be responsible for any costs incurred for on-site service calls or repairs, or for any labor charges incurred in the removal or replacement of the Product from customer's gate or other device.

THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING, AND IN LIEU OF ANY OTHER OBLIGATIONS OR OBLIGATION WHATSOEVER IN THE SALE OF THIS PRODUCT INCLUDING ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES TO YOU OR ANY OTHER PERSON, PROPERTY OR ENTITY RESULTING FROM THE USE OR POSSESSION THEREOF.

EAGLEGATE'S MAXIMUM AGGREGATE LIABILITY TO ANY INDIVIDUAL OR ENTITY UNDER THIS WARRANTY SHALL NOT EXCEED THE AMOUNT PAID BY THAT CLAIMANT FOR THE PRODUCT.

THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH. WARRANTIES IMPLIED BY LAW ARE LIMITED IN DURATION TO THE APPLICABLE PERIODS DESCRIBED ABOVE.

This warranty gives you specific legal rights, and you may have other rights which vary from state to state. Some states do not allow limitations on how long an implied warranty lasts, and some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusions may not apply to you.

EagleGate Automation, Inc.

Date: June 1, 2009