

SECURE-TRAC® CANTILEVER SLIDE GATE

3 YEAR LIMITED WARRANTY

Subject to the limitations set forth below, Merchants Metals LLC (“Merchants”) warrants to the original end-user (“you”) and not to any other purchaser or subsequent owner, that its SECURE-TRAC® internal roller cantilever slide gate (the “Product”) is free from defects in material and workmanship and, under normal or proper usage, will remain free from such defects for a period of three (3) years from the date of your original purchase.

This warranty does not apply in marine/salty/coastal or harsh industrial environments. This warranty only applies to defects resulting from normal use. Any of the following events or conditions will void this warranty: faulty installation; damage during transportation; alteration of the product of any kind, including but not limited to affixing any other materials to the product; damage from high winds, accident, abuse, fire, or flood; damage caused by landscaping equipment, harsh or abrasive chemicals or exposure to salt or any other substance that has or includes a high mineral content, or plant growth; lack of documented monthly review and maintenance of all wear components, including but not limited to trolley assembly/rollers; or acts of God. Merchants reserves the right to inspect the Product to determine validity of any claim under this warranty, including but not limited to the submittal of photos that clearly show and document the area(s) of failure. Merchants may require all or part of the Product to be returned for testing.

UNDER THIS WARRANTY MERCHANTS’ OBLIGATION IS LIMITED TO ONE OF THE FOLLOWING (AT MERCHANTS’ OPTION), IN EACH CASE ON A PRORATED BASIS ONLY: REPAIR; REPLACEMENT OF DEFECTIVE MATERIAL; OR ISSUANCE OF A CREDIT AGAINST FUTURE PURCHASES. Reimbursements for the cost of removal and/or installation are not included and Merchants will not provide such service. If the Product is replaced, the Product carries no further expressed or implied warranty. If the Product appears to have a defect in material or workmanship, you must advise the contractor from whom the material was purchased, in writing and with a copy to Merchants at the address provided below. In order for you to perfect your rights under this warranty, you should return a signed copy of this form to Merchants within thirty (30) days of the purchase. Return of the warranty form is not a condition to warranty coverage, provided you can adequately prove that the Product installed was purchased from Merchants.

MERCHANTS IS NOT RESPONSIBLE FOR INJURY, PROPERTY DAMAGE OR OTHER INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF THE PRODUCT, NOTWITHSTANDING THE FACT THAT SAID INJURY, PROPERTY DAMAGE OR OTHER DAMAGES AROSE DIRECTLY OR INDIRECTLY FROM AN ACTUAL OR ALLEGED DEFECT IN MATERIAL AND/OR WORKMANSHIP.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

The above constitutes the complete warranty by Merchants and may not be modified, amended or supplemented. No other agreement relating to this warranty, written or implied, is valid. Merchants does not authorize any other person or agent to make any other express warranties. Merchants neither assumes nor authorizes any other person or agent to assume any other liability in connection with the product.



Name of Home/Property Owner

Gate Installation Address

Fence Dealer/Contractor/Installer

Date of Significant Installation

Signature of Fence Dealer/Contractor/Installer or Home/Property Owner