

Warranty

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

This Agreement, the product manual, Limited Warranty terms below, terms and conditions, and terms of service for garage door opener products, features, and applications ("Products") not otherwise described herein that are posted on applicable ATA websites or devices, and any documents expressly referred to herein or therein, make up the complete agreement between you and ATA and supersede any and all prior agreements and understandings related to the subject matter of this Agreement.

WARRANTY PERIOD	
MOTOR & PARTS	5 years / 10,000 cycles which ever occurs first
ACCESSORIES (e.g Safety Beams)	1 Year
CONSUMABLES (e.g Batteries in remote control transmitters and light bulbs and fuses)	Not covered

This Warranty is to be read in conjunction with the owner's copy of the installation instruction manual.

LIMITED WARRANTY

- The product will operate properly providing you comply with the instructions concerning installation, operation, and maintenance and testing. Failure to act in accordance with those instructions may void all or part of this limited warranty.
- The warranty periods for different parts of this product are set out in the table above. If during the relevant warranty period, this product appears to contain a defect in a component covered by this limited warranty, call your Retailer, who will advise you how to disassemble it and to send in a suitably secured packaging, pre-paid and insured, to a service center. Please include a brief description of the problem and a dated proof-of-purchase receipt.
- If ATA confirms the product is defective and covered by this limited warranty, ATA will be repair or replace it (at ATA's sole option) and return it to you, at no cost to you. Defective parts will be repaired or replaced with new or factory-rebuilt parts at ATA's sole option. (You are responsible for any costs incurred in removing and/or reinstalling the product or any component).
- THIS WARRANTY EXCLUDES DAMAGE RESULTING FROM:**
 - NORMAL WEAR AND TEAR;**
 - ACCIDENTAL DELIBERATE OR NEGLIGENT DAMAGE OR DAMAGE CAUSED BY INSECTS;**
 - BLOWN FUSES, ELECTRICAL SURGES, POWER SURGES OR POWER SPIKES;**
 - THEFT, FIRE, FLOOD, RAIN, WATER, LIGHTNING, STORMS OR ANY OTHER ACTS OF GOD;**
 - ANY INSTALLATION, CONFIGURATION OR USE OF THE PRODUCT CONTRARY TO THE INSTRUCTIONS SUPPLIED WITH THE PRODUCT;**
 - MAXIMUM CONTINUOUS OPERATING TIME EXCEEDING 1 MINUTE IN 10;**
 - THE OPERATING FORCE EXCEEDING 33LBS (150 NEWTON) WHEN MOVING THE DOOR MANUALLY TO THE OPEN OR CLOSED POSITION (THE DOOR THAT THE PRODUCT IS USED WITH SHOULD BE BALANCED IN SUCH A WAY THAT THE USER IS ABLE TO OPEN OR CLOSE THE DOOR MANUALLY USING A FORCE NOT GREATER THAN 150 NEWTON (33 LBS), OTHER THAN TO INITIALLY CAUSE THE DOOR TO START MOVING, WHICH MAY REQUIRE FORCE IN EXCESS OF THAT SPECIFIED IN THIS PARAGRAPH) ;**
 - DOOR SURFACE AREA AND/OR WEIGHT EXCEEDING 92FT² AND 595LBS RESPECTIVELY;**
 - THE DOOR USED WITH THE PRODUCT NOT BEING IN SAFE WORKING ORDER AND CONDITION;**
 - REPAIRS WHICH ARE NOT AUTHORIZED BY ATA;**
 - ANY UNAUTHORIZED MODIFICATION TO THE PRODUCT OR ACTS OR OMISSIONS OF ANY PERSON (INCLUDING SERVICE PROVIDERS APPROVED BY ATA) OTHER THAN ATA;**
 - FAULTY OR UNSUITABLE WIRING IN THE BUILDING IN WHICH THE PRODUCT IS INSTALLED;**
 - ANY COST OR EXPENSE RELATING TO THE RECALL OF THE PRODUCT;**
 - INSTALLATION OF A RESIDENTIAL GARAGE DOOR OPENER IN A COMMERCIAL OR INDUSTRIAL PREMISES OR IN A DWELLING OTHER THAN A SINGLE-FAMILY DWELLING;**

(O) RADIO OR ELECTRICAL INTERFERENCE; OR LACK OF AVAILABILITY OR

(I) DOOR SURFACE AREA AND/OR WEIGHT EXCEEDING 92FT² AND 595LBS RESPECTIVELY;

(II) THE DOOR USED WITH THE PRODUCT NOT BEING IN SAFE WORKING ORDER AND CONDITION

- This Warranty is not transferable.
- No additional warranty will apply for Products repaired during the relevant warranty period.
- For all Products repaired outside the warranty period charges may apply and a six (6) month warranty that the Product will be free of any defects in material and workmanship will apply from the date of return of the Product to you.
- Where the Product is sold by any person other than ATA, except for the warranty set out above, such person has no authority from ATA to give any warranty or guarantee on ATA's behalf in addition to the warranty set out above.
- LIMITATION ON LIABILITY AND DAMAGES EXCLUSION - EXCEPT AS EXPRESSLY PROVIDED IN THIS LIMITED WARRANTY AND THE USER TERMS, ATA MAKES NO REPRESENTATIONS, GUARANTEES, CONDITIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED. ANY OTHER STANDARDS OF PERFORMANCE, GUARANTEES, CONDITIONS AND WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS LIMITED WARRANTY CONTAINED IN THE LIMITED WARRANTY AND USER TERMS FAILS OF ITS ESSENTIAL PURPOSE.**
- ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW SHALL BE LIMITED TO THE DURATION OF THE LIMITED WARRANTY ABOVE. OTHERWISE THE REPAIR, REPLACEMENT, OR REFUND AS PROVIDED UNDER SUCH EXPRESS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT THESE DAMAGES MAY BE DISCLAIMED BY LAW, ATA WILL IN NO EVENT BE LIABLE, WHETHER IN CONTRACT OR TORT OR ANY OTHER LEGAL THEORY, INCLUDING WITHOUT LIMITATION STRICT LIABILITY, GROSS NEGLIGENCE OR NEGLIGENCE, FOR ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND REGARDLESS OF WHETHER ATA WAS ADVISED OR THE POSSIBILITIES OF SUCH DAMAGES. ATA IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.**

TERMS RELATING TO THE USE AND LIMITATIONS OF SERVICE

- WHAT ARE THE LIMITATIONS ON SERVICE AND LIABILITY?**

Unless prohibited by law, the following limitations of liability apply. Service may be interrupted, delayed, or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers.

Additional hardware, software, subscription, credit or debit card, Internet access from your compatible PC and/or special network connection may be required and you are solely responsible for arranging for or obtaining all such requirements. Some solutions may require third party products and/or services, which are subject to any applicable third party terms and conditions and may require separate purchase from and/or agreement with the third party provider. ATA is not responsible for any consequential damages caused in any way by the preceding hardware, software or other items/requirements for which you are responsible.

Not all Services are available for purchase or use in all sales channels, in all areas or with all devices. ATA is not responsible for loss or disclosure of any sensitive information you transmit. ATA is not responsible for nonproprietary services or their effects on devices.
- INTELLECTUAL PROPERTY.**

You must respect the intellectual property rights of ATA, our third-party content providers, and any other owner of intellectual property whose protected property may appear

on any website and/or dialogue box controlled by ATA or accessed through the ATA's websites. Except for material in the public domain, all material displayed in association with the Product is protected by copyright or trademarks. Except for personal, non-commercial use, this material may not be copied, downloaded, redistributed, modified or otherwise exploited, in whole or in part, without the permission of the owner. The ATA trademarks and logos are the exclusive property of ATA.

3. SEVERABILITY

If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void.

4. GOVERNING LAW

In the event of a dispute between you and ATA, Texas law, whether in litigation or arbitration, shall govern that dispute and the interpretation of this Agreement, except to the extent that such law is preempted by or inconsistent with applicable federal law.

5. LANGUAGE

The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

HOW DO I RESOLVE DISPUTES WITH ATA?

1. DISPUTE RESOLUTION BY BINDING ARBITRATION

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at (817)-873-5076. In the unlikely event that ATA's customer service department is unable to resolve a complaint you may have to your satisfaction (or if ATA has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve these disputes through binding arbitration or small claims court instead of courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.

2. ARBITRATION AGREEMENT

1. You and ATA agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; and
- claims that may arise after the termination of this Agreement.

References to "ATA," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Products under this or prior Agreements between us. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. You agree that, by entering into this Agreement, you and ATA are each waiving the right to a trial by jury or to participate in a class action. Notwithstanding the foregoing, either party may bring an individual action in small claims court.] This Agreement evidences a transaction in interstate commerce, and the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration agreement shall survive termination of this Agreement.

2. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to ATA should be addressed to: Office for Dispute Resolution, ATA, Vineyard Centre II, 1452 Hughes Road, Grapevine, Texas 76051 ("Notice Address"). The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If ATA and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or ATA may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by ATA or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or ATA is entitled. You may download or copy a form Notice and a form to initiate arbitration at www.ata-america.com.

3. The arbitration will be governed by the Commercial Arbitration Rules and

the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. (You may obtain information that is designed for non-lawyers about the arbitration process at att.com/arbitration-information.) The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless ATA and you agree otherwise, any arbitration hearings will take place in Texas]. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules.

4. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND ATA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and ATA agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.