

FAAC-INFO

TECHNICAL SERVICES DEPT.

Date: July 1, 2004

Vol. # 006

Subject: Model 455 control panel

Reason For Info: Warranty

Description:

Here is FAAC's new No_Fault Warrant information.



FAAC INTERNATIONAL, INC'S
RETURNED GOOD AUTHORIZATION POLICY

The following Returned Good Authorization policy (hereinafter RGA policy) is intended to facilitate customer service only in cases of product defects which *exist "out of box" which are discovered within 90 days from the date of invoice.* An "out of box" defect for purposes of this RGA policy means a defect in a new product which manifests itself when the product is cycled the first time. Said RGA policy does not replace or supplement, in any way, FAAC International, Inc.'s limited warranty policy relating to product defects which may arise during the course of normal use for 24 months from the date of invoice including but not limited to, "out of box" defects which are not discovered within 90 days from the date of invoice.

FAAC International, Inc.'s RGA policy is applicable as follows:

During the first ninety (90) days following the date of invoice, FAAC International, Inc. (hereinafter FAAC) may provide advance replacement of defective gate operator systems and other related systems and equipment manufactured by FAAC S.p.A. and distributed by FAAC, with the following understanding:

- 1) Only the original purchaser is eligible to be considered for FAAC's RGA policy and the original purchaser must receive FAAC's authorization before taking advantage of the RGA policy.
- 2) To receive FAAC's authorization, the purchaser must contact the FAAC technical department and request an RGA authorization. At that time, the purchaser must give FAAC's representative the serial number of the product for which advance replacement is sought. **No request for RGA authorization will be considered for approval without a serial number, or if the product has been painted, or if the defect did not exist "out of box".**
 - a) **PRODUCT SPECIFIC EXCEPTION - 455D Control Board No Fault Warranty:** Effective January 1, 2004, the first three advance replacements will be replaced free of charge, provided the customer gives FAAC the serial number of the old board and ships the old board back to FAAC within thirty days. These will be shipped **Ground** freight with the freight being credited when the old board is returned. Payment will be expected from customers that do not provide serial numbers or do not ship the old board back within thirty days. After the first three replacements, FAAC International Inc.'s normal warranty policy will apply. This will not apply if you replace it out of your stock. Must call FAAC International for an advance replacement.
 - b) If the RGA policy request is denied, the purchaser may pursue the rights available under FAAC's limited warranty policy.
 - c) If the RGA policy request is approved, the purchaser will be assigned an RGA number and FAAC will deliver a replacement of the defective product to the purchaser.
 - i) **The operator only will be sent. (Less skinpack, protective cover, tie rods, end caps, warning signs)**

- ii) The control panels only will be sent. (Less capacitors, terminal strips, and installation manuals)**
- 3) FAAC will issue an invoice for the replacement product. Credit will be issued for the returned product in accordance with the following terms and conditions:
- a) The purchaser must return the product to FAAC within thirty (30)days from the date the replacement was shipped to purchaser. The RGA number must be used when returning the product to FAAC. FAAC assumes no responsibility for items returned without an authorization number. Items returned to FAAC without the RGA number printed conspicuously outside the box may be refused and returned to the sender.
 - b) Upon receipt of the returned item, FAAC must determine, to its satisfaction that the returned item was defective “out of box” and that FAAC was responsible for said defect. If such determinations are made, FAAC will credit the cost of the defective item returned. Separate and apart from FAAC’s determination that a returned product has an “out of box” defect, if the returned product has been scratched or otherwise damaged by the purchaser, the credit of the invoice for the returned item will be reduced in the amount of any cost(s) FAAC incurs to restore and/or repair said scratch or damage.
 - c) FAAC is not responsible for, and this RGA policy does not apply to, any products or parts which have been damaged during shipping or installation; or which have been repaired or altered in any way; or which have been subject to misuse, negligence, or accident; or which have not been operated in accordance with FAAC’s or FAAC S.p.A.’s instructions; or which have been operated under conditions more severe than, or otherwise exceeding, those set forth in the specifications for such product(s). If, upon inspection of the returned product, FAAC determines that it is not responsible for the defect due to any of the reasons identified immediately above, the purchaser will be notified by FAAC’s technical department and a determination will be made as to whether the product will be returned to the purchaser, repaired, restocked, etc. The purchaser will be responsible for the cost of the advance replacement received and may be responsible for shipping charges, repair charges a 15% restocking charge and/or other charges.

NOTE: The advance replacement policy requires that product be **returned within 30 days**, or your company will be liable for the charges on the advance replacement invoice.

THIS RGA POLICY MAY BE REVOKED AND ANNULED BY FAAC INTERNATIONAL, INC. AT ANY TIME WITHOUT PRIOR NOTICE.

Warranty Policy and Returned Good Authorization (RGA)

PLEASE FILE WITH OTHER FAAC INFORMATION

Any product being returned to FAAC needs either an RGR or an RGA number, obtained from the technical department and written on the outside of the box.

FAAC International, Inc.'s **Limited Warranty Policy**, a copy of which is enclosed, is intended to address any problems with our products which may arise during the course of normal use for the time period indicated in each product's description (or product's title page) from the date of invoice including, but not limited to, "out of box" defects which are not discovered within 90 days from the date of invoice. In these regards, a defective product may be returned to us to be evaluated and repaired or replaced, subject to the terms of the warranty policy.

FAAC International, Inc.'s **RGA Policy**, was created to improve customer service and is intended to address any problems with our product which *exist "out of box" and which are discovered within 90 days from the date of invoice*. An "out of box" defect is a defect in a new product that manifests itself when the product is cycled for the first time. A replacement for the defective product will be provided in advance of our customer's return of the said defective product subject to the terms of the RGA policy, a copy of which is enclosed. Replacements for defective products will be shipped as follows:

The operator only will be sent. (Less skin pack, protective cover, tie rods, end caps, warning signs)

The control panels only will be sent. (Less capacitors, terminal strips and installation manuals)

NOTE: The advance replacement policy requires that product be **returned within 30 days**, or your company will be liable for the charges on the advance replacement invoice.

Concerning products that are damaged in shipment; if the package is oil soaked or obviously damaged please refuse delivery and advise FAAC International. If concealed damage is discovered please contact FAAC International for disposition of the product. Timeliness is important in order for FAAC International to make claims against the carrier.

Products that are repaired or replaced due to problems that arise in the course of normal wear and use, may be returned for repair.

The installer is responsible for damage resulting from installation.

As indicated, FAAC International, Inc.'s Limited Warranty Policy covers defects that may arise during the course of normal wear and use for the time period indicated in each product's description or (product title page) from the date of invoice.

Our commitment is to provide the best service possible to our customers and we believe our policies are in line with that commitment.

Thank you for your business.

Limited Warranty

To the original purchaser only: FAAC International, Inc., warrants for the time period indicated in each product's description (or product title page) from the date of invoice, the gate operator systems and other related systems and equipment manufactured by FAAC S.p.A. and distributed by FAAC International, Inc., to be free from defects in material and workmanship under normal use and service for which it was intended provided it has been properly installed and operated. FAAC International, Inc.'s obligations under this warranty shall be limited to the repair or exchange of any part or parts manufactured by FAAC S.p.A. and distributed by FAAC International, Inc. Defective products must be returned to FAAC International, Inc., freight prepaid by purchaser, within the warranty period. Items returned will be repaired or replaced, at FAAC International, Inc.'s option, upon an examination of the product by FAAC International, Inc., which discloses, to the satisfaction of FAAC International, Inc., that the item is defective. FAAC International, Inc. will return the warranted item ground freight prepaid. The products manufactured by FAAC S.p.A. and distributed by FAAC International, Inc., are not warranted to meet the specific requirements, if any, of safety codes of any particular state, municipality or other jurisdiction, and neither FAAC S.p.A. nor FAAC International, Inc., assumes any risk or liability whatsoever resulting from the use thereof, whether used singly or in combination with other machines or apparatus.

Any products and parts not manufactured by FAAC S.p.A. and distributed by FAAC International, Inc., will carry only the warranty, if any, of the manufacturer. This warranty shall not apply to any products or parts thereof which have been repaired or altered, without FAAC International, Inc.'s written consent, outside of FAAC International, Inc.'s workshop or altered in any way so as, in the judgment of FAAC International, Inc. to affect adversely the stability or reliability of the product(s) or has been subject of misuse, negligence, or accident, or has not been operated in accordance with FAAC International, Inc.'s or FAAC S.p.A.'s instructions or has been operated under conditions more severe than, or otherwise exceeding, those set forth in the specifications for such product(s). Neither FAAC S.p.A. nor FAAC International, Inc., shall be liable for any loss or damage whatsoever resulting, directly or indirectly, from the use or loss of use of the product(s). Without limiting the foregoing, this exclusion from liability embraces a purchaser's expenses for downtime or making up downtime, damages for which the purchaser may be liable to other persons, damage to property, and injury to or death of any persons. Neither FAAC S.p.A. nor FAAC International, Inc., assumes nor authorizes any person to assume for them any other liability in connection with the sale or use of the products of FAAC S.p.A. or FAAC International, Inc. The warranty hereinabove set forth shall not be deemed to cover maintenance parts, including, but not limited to hydraulic oil, filters, or the like. No agreement to replace or repair shall constitute an admission by FAAC S.p.A. or FAAC International, Inc. of any legal responsibility to effect such replacement to make such repair, or otherwise. This limited warranty extends only to wholesale customers who buy directly through FAAC International, Inc.'s normal distribution channels. FAAC International, Inc., does not warrant its products to end consumers. Consumers must inquire from their selling dealer as to the nature and extent of the dealer's warranty, if any.

This warranty is expressly in lieu of all other warranties expressed or implied including the warranties of merchantability and fitness for use. This warranty shall not apply to products or any part thereof which have been subject to accident, negligence, alteration, abuse, or misuse or if damage was due to improper installation or use of improper power source, or if damage was caused by fire, flood, lightning, electrical power surge, explosion, wind storm, hail, aircraft or vehicles, vandalism, riot or civil commotion, or acts of God.

FAAC International, Inc.

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