

# BULWARK® | LIMITED WARRANTY

## SHALLOW MOUNT BOLLARDS

Revised 12/2017

The Bulwark security bollards by Ameristar is manufactured from the highest quality materials by skilled craftsmen to meet the highest standards of workmanship in the industry. Ameristar warrants its Bulwark security bollards against defects in material and workmanship for a period of 1 year from the date of substantial completion, or 1.5 years from the date of shipment. Bollard warranty requires that the requirements and instructions described in the operation and maintenance manual be followed and records of all maintenance activities be kept. Records should be available upon request and may be required for warranty claims.

Should the bollard fail in accordance with the details described herein, Ameristar warrants to the original purchaser their redemption through replacement, renewal or issuance of a pro-rated credit. Notice of failure under the conditions of this warranty shall be sent to Ameristar or its authorized representative, in writing, together with proof of purchase and shall specify the nature of the defect and when it was first observed.

Should the bollard be improperly installed, Ameristar shall not be responsible for guaranteed performance or appearance of bollard. Failure to install bollard with a professionally licensed and manufacturer-approved installer shall negate warranty.

Warranty does not apply when failure or damage is due to improper use or application, abuse or misuse, vandalism, natural disasters/catastrophes, or if products have been altered or modified, subjected to improper storage, improper maintenance, negligence, or used with parts not authorized by the manufacturer including but not limited to: excessive vehicle speed, excessive vehicle weight, temperature extremes, long term flooding or lack of drainage, packed debris, snow or ice around the bollard.

This warranty excludes wear, scratches and/or other damage to finishes and painted surfaces due to normal use. The manufacturer shall not be liable for damage to the product which results in the use of the bollard as a protective device (i.e. sustains a vehicle crash), due to damage caused by any other vehicle contact when the bollard is not in the active bollard position, and/or due to damage caused by snow plow operations. The manufacturer shall not be liable for any special, incidental or consequential damages, which result from the use of the products by Buyer, Owner/Operator (End User) and/or any other party, and limits the liability to the amounts paid by Buyer for the Product.

Ameristar reserves the right to inspect the material to determine validity of the claim. Upon validation of the claim by Ameristar or its authorized representative, redemption by replacement, renewal or issuance of a pro-rated credit shall be made by Ameristar. If a warranty claim does not meet the warranty criteria, then the Buyer or Owner/Operator (End User) shall be responsible for reimbursing the manufacturer for service and/or repair costs. This warranty may exclude any on site labor, travel costs to site and/or expenses in performing service or repair on site, for valid warranty claims.

The above constitutes the complete warranty by the manufacturer. No other agreement, written or implied, is valid. Ameristar does not authorize any other person or agent to make any other express warranties. Ameristar neither assumes nor authorizes any other person or agent to assume any other liability in connection with the bollard. Some jurisdictions do not allow limitations on how long an implied warranty lasts, nor do they allow an exclusion or limitation of incidental or consequential damages; therefore, the limitations and exclusions noted herein may not apply.



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