

ANTI-RAM BARRIERS & BOLLARDS | LIMITED WARRANTY

ACTIVE BARRIERS | RETRACTABLE & FIXED BOLLARDS

REVISED 5/2026

Ameristar's anti-ram barriers and bollards, such as drop arms, wedges, pivot gates, beam barriers, fixed bollards, removable bollards, and retractable bollards, are manufactured from the highest quality materials by skilled craftsmen to meet the highest standards of workmanship in the industry. Ameristar warrants its anti-ram barriers and bollards against defects in material and workmanship for one (1) year from the date of substantial completion or one and a half (1.5) years from the date of shipment provided; however, in no event shall this warranty extend beyond eighteen (18) months from the date of shipment. Ameristar requires the instructions described in the Product Specification and Operation and Maintenance Manual to be followed, all performance verification testing, and construction "as-built" documentation to be provided to Ameristar within 30 days after the barriers or bollard installation. Records of all maintenance activities must be kept and provided with the warranty claim. Failure to provide any of these documents shall negate the 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. Improper use or application includes but is not limited to conditions that exceed the tested and certified limits of the product, such as excessive vehicle speed, excessive vehicle weight, extreme temperature, long-term flooding, lack of drainage, packed debris, snow or ice under the barrier, or incorrect electrical power supply.

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

Notice of failure under the conditions of this warranty shall be sent to Ameristar using the following link: <http://bit.ly/barrierwarranty>. The claim must include the nature of the defect, when it was first observed, original proof of purchase, maintenance records, and photographs of the current situation. Ameristar shall not be responsible for the guaranteed performance or appearance if the barrier is improperly installed. Failure to install the barrier with a professionally licensed and manufacturer-approved installer shall negate the warranty.

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

The above constitutes the manufacturer's complete warranty. 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 barrier. 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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