

SOCAL GATES TERMS AND CONDITIONS

CUSTOM ORDERS, PAYMENTS, WARRANTIES, CARE AND SERVICE

REVISION 1.0 | EFFECTIVE SEPTEMBER 2, 2026

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1. Acceptance and Governing Terms

These SoCal Gates Terms and Conditions apply to eligible gates, accessories, materials, and services identified in an applicable estimate, proposal, contract, or invoice issued by SoCal Gates, LLC ("SoCal Gates"). They do not require a separate customer-specific terms certificate.

The "Contract Date" means the date the customer first approves or signs the applicable estimate, proposal, or contract or submits a deposit or payment, whichever occurs first. Except where these Terms and Conditions expressly provide otherwise, applicable warranty and complimentary-adjustment periods begin on the Contract Date, regardless of the fabrication, production, delivery, or installation date.

1.1 Contract Date

The Contract Date controls the applicable terms, warranty periods, and complimentary-adjustment period as described in this document.

1.2 Acceptance and Incorporation into Contract

These Terms and Conditions are incorporated by reference into every applicable SoCal Gates estimate, proposal, contract, and invoice. By approving or accepting an estimate or proposal, electronically accepting the transaction, signing the applicable contract, or submitting a deposit or payment - whichever occurs first - the customer acknowledges that the customer was provided access to, reviewed, and agreed to these Terms and Conditions.

1.3 Terms Revision and Governing Version

Each version of these Terms and Conditions will be identified by a revision number and effective date. The latest revision published and effective on or before the customer's Contract Date governs the applicable contract, products, services, warranty coverage, and claims for the entire applicable period.

A later revision does not replace, reduce, expand, or otherwise modify the terms governing an earlier transaction unless SoCal Gates and the customer expressly agree to the change in writing. The fabrication, production, delivery, and installation dates do not determine which revision applies.

SoCal Gates may identify the applicable revision on an estimate, proposal, contract, invoice, or electronic acceptance record and will retain or archive prior published revisions. If more than one revision is published on the same date, the specific revision identified in the customer's transaction record will govern.

2. Custom Orders, Cancellations, and Payments

2.1 Custom-Built Products

Every SoCal Gates product is custom-built to order using site-specific measurements taken by SoCal Gates at the customer's property and the selected configuration, materials, color, design, and project requirements. SoCal Gates measures each installation location and manufactures the product to fit that location. Custom products ordinarily cannot be resold, returned to a supplier, or repurposed for another customer.

2.2 Three-Business-Day Cancellation Period

The customer may cancel the contract by providing SoCal Gates with written notice within three business days after the Contract Date. The cancellation notice must be sent to info@socalgatesllc.com or delivered using another method authorized by the cancellation notice included with the applicable contract. A timely cancellation will be handled in accordance with applicable law.

If applicable law gives a customer a longer cancellation period or another cancellation right that cannot legally be waived, the legally required period or right will control. This includes any longer period applicable to a qualifying customer who is 65 years of age or older.

2.3 Fabrication Start and Expedited Requests

SoCal Gates ordinarily will not order nonreturnable custom materials or begin cutting, welding, coating, assembly, or other custom fabrication until the customer's applicable cancellation period has expired.

A customer may request expedited scheduling, but an expedited request does not waive or shorten a cancellation right that cannot legally be waived. SoCal Gates may decline to begin custom fabrication until the applicable cancellation period expires. SoCal Gates may reserve production time, perform scheduling, or complete preliminary administrative work during the cancellation period without beginning irreversible custom fabrication.

2.4 Requests for Order Changes

Any requested change must first be submitted to and approved by SoCal Gates. SoCal Gates will determine whether the requested change is feasible and whether fabrication, ordering, finishing, delivery, or installation has progressed too far for the change to be made. No requested change is effective unless SoCal Gates accepts it in writing.

If a change is approved, SoCal Gates will determine whether additional materials, labor, supplier charges, scheduling changes, or other costs apply. Any additional charge and revised terms must be accepted by the customer before the change is performed. SoCal Gates may decline a change that is impractical, unsafe, unavailable, inconsistent with the original design, or requested too late in the production process.

2.5 Noncancelable Custom Orders

After the customer's applicable cancellation period expires, the custom order becomes final and noncancelable except where cancellation is required by applicable law or SoCal Gates agrees otherwise in writing.

Once materials have been ordered, cut, modified, assembled, welded, coated, or otherwise prepared for the project - or once the custom gate or door has been partially or fully fabricated - the customer may not cancel the order or demand a refund because the product is custom-made and generally cannot be resold or used for another customer.

2.6 Deposits and Progress Payments

For a transaction subject to California's home-improvement contract requirements, the initial down payment will not exceed \$1,000 or 10 percent of the contract price, whichever is less. Additional payments may be requested under the applicable progress-payment schedule based on work performed, project milestones, or materials and equipment supplied.

After the customer's applicable cancellation period expires, the deposit becomes nonrefundable to the maximum extent permitted by law because SoCal Gates may have committed administrative time, measurements, engineering, materials, supplier orders, scheduling, and fabrication resources specifically to the customer's project.

2.7 Customer Refusal After the Cancellation Period

If the customer refuses delivery, installation, access, or completion after the cancellation period, that refusal will be treated as a customer breach and not as an accepted cancellation. SoCal Gates may retain amounts already paid and pursue unpaid amounts, actual costs, storage charges, or other remedies permitted by the contract and applicable law.

This section does not permit SoCal Gates to retain money that applicable law requires to be refunded and does not limit remedies arising from a material breach by SoCal Gates.

3. Installation Conditions and Customer Responsibilities

3.1 Property Access and the \$400 Remobilization Charge

The customer is responsible for ensuring that SoCal Gates and its installation crew have timely access to the property on the scheduled installation date. This includes notifying HOA personnel, security guards, gate attendants, property managers, tenants, or other persons controlling access and providing all required names, authorizations, entry codes, permits, keys, or instructions.

If the installation crew travels to or arrives at the property but cannot access the installation area because the customer failed to arrange or authorize entry, the installation must be rescheduled. A \$400 remobilization and rescheduling charge will apply before a new installation appointment is scheduled.

This charge applies to customer-caused access failures, including failure to notify HOA security, place SoCal Gates or its crew on an authorized-entry list, provide an access code, obtain required permission, ensure an authorized person is present, or otherwise provide the access reasonably necessary to perform the installation. It does not apply when the access failure was caused solely by SoCal Gates.

3.2 Site Preparation and Vegetation Clearance

Before the scheduled installation, the customer must remove or trim bushes, brush, vines, branches, roots, landscaping, stored items, and other obstructions from the gate opening, installation area, and access path. The area must provide sufficient clearance for measuring, fabrication verification, removal work, installation, welding, and safe operation of the gate.

Vegetation must remain clear of the completed gate because contact with plants, irrigation, and trapped moisture can interfere with operation and damage the finish. If the customer has not adequately cleared the area, SoCal Gates may postpone the installation or offer to perform the necessary clearing or removal for an additional charge. The scope and price must be approved before that additional work is performed. Any resulting delay may require rescheduling and may also trigger the remobilization charge under Section 3.1 when applicable.

3.3 Cleanup and Trash Disposal

SoCal Gates will collect and remove ordinary debris and packaging generated directly by its installation work and will leave the immediate work area reasonably clean.

Removal or disposal of existing gates, fencing, posts, concrete, masonry, soil, vegetation, landscaping waste, customer-owned materials, hazardous materials, or unrelated trash is not included unless expressly stated in the estimate or contract. Additional hauling or disposal may be performed for an additional charge approved by the customer.

Items removed from the property will be treated as discarded only when removal and disposal are included in the agreed scope. Before work begins, the customer must identify any removed gate, hardware, material, or other item the customer wishes to retain.

3.4 Supporting Walls, Columns, and Posts

Existing walls, columns, masonry structures, wood posts, and other supporting surfaces must be plumb, stable, structurally sound, and capable of securely supporting the gate and its hardware. Movement, settling, cracking, deterioration, deflection, or failure may cause misalignment, reduced clearances, binding, dragging, rattling, latching problems, or loose anchors and fasteners.

3.5 Previously Identified Unsuitable Supporting Structures

If SoCal Gates identifies that a supporting structure is not plumb, uneven, loose, deteriorated, inadequately reinforced, unstable, or otherwise unsuitable, SoCal Gates will recommend that the condition be corrected before or as part of installation.

If the customer declines to authorize the recommended correction and instructs SoCal Gates to proceed, the customer accepts the limitations of the existing structure. Examples include a non-plumb wall requiring shims, a loose or inadequately reinforced CMU column, and an unstable or deteriorated wood fence post. A shimmed or accommodated post may move through repetitive use and may require later repositioning or adjustment.

3.6 Installation Between a Home and Wood Fence

When a gate is installed between a home and an existing wood fence, SoCal Gates will recommend a suitable steel post or CMU block-wall column. If the customer declines that recommendation and instructs SoCal Gates to attach or adapt the gate to the wood fence or wood fence post, the customer accepts the movement and stability limitations of that support.

4. Normal Product Characteristics and Owner Maintenance

The characteristics in this section are expected fabrication, assembly, installation, or maintenance conditions. They are not defects by themselves and do not establish a warranty claim unless a separate covered failure is confirmed.

4.1 Normal Characteristics of Steel Gates

4.1.1 Mitered Top Corners

Mitered steel top corners may show a slight dip, valley, contour change, or visible transition. These minor characteristics are normal results of fabrication and finishing.

4.1.2 Visible Weld Lines

Large welded steel gates may retain a visible weld line or joint transition. Weld lines on bottom tubes are intentionally left intact rather than ground completely smooth to preserve frame strength. A visible weld line is normal when the joint remains structurally sound.

4.1.3 Bottom-Tube Drainage Features

Steel gates include intentional drain gaps, openings, or channels at or along the bottom tube to allow moisture to escape. These features and related minor visual variations are normal.

4.1.4 Self-Tapping Screws and Metal Shavings

Small metal shavings may remain where self-tapping screws are used. Moisture may cause minor yellow, orange, or brown staining or rust bleeding. This does not, by itself, indicate structural rusting or failure. The area may be cleaned and touched up with exterior paint or aerosol spray paint suitable for metal.

4.1.5 Steel-Composite Removable Trim

The back side of a steel-composite gate includes a removable trim piece used to retain or finish the composite insert. Because it is removable and separately fitted, it may not align perfectly or sit completely flush with the frame. Minor alignment, spacing, or fit differences are normal.

4.1.6 Butted Channels, Concealed Surfaces, and Rust-Colored Staining

Steel and steel-composite gates may contain channels, trim retainers, tubes, and other steel sections that are welded or fitted tightly against adjoining steel profiles. Powder coating is applied to accessible exterior surfaces but cannot fully reach concealed surfaces inside tight butt joints, overlapping sections, welded channels, or closed tubing.

Steel naturally expands and contracts as temperatures change. This movement may expose a small portion of an uncoated concealed surface or allow moisture to enter or drain through a joint. Yellow, orange, or brown rust-colored bleeding, runoff, or staining may therefore appear near seams, channels, joints, drainage openings, or bottom tubes.

This condition is a normal characteristic of fabricated steel construction and does not, by itself, indicate structural rusting, defective welding, structural failure, or failure of the gate frame. It is not covered by the structural warranty or by an independent finish warranty. The affected area should be cleaned and dried and may be touched up as described in Section 4.5.3.

4.2 Normal Characteristics of Aluminum-Composite Gates

Aluminum-composite gates are mechanically assembled rather than fully welded. Their four corners are mitered and joined together. A small gap, seam, or visible joint line may be present and may be covered or sealed with black exterior-grade caulking.

Normal use, movement, temperature changes, and settling may make a seam or gap slightly more visible. It may be maintained by cleaning the joint and applying compatible black exterior-grade caulking. A substantial separation, loose connection, or unsafe condition may be inspected for possible structural coverage.

4.3 Steel-Composite Double-Gate Alignment and Settling

The two leaves of a steel-composite double gate may not align at exactly the same height. SoCal Gates may intentionally set the larger or heavier leaf slightly higher to allow for expected settling and future alignment. A reasonable initial height difference is normal when the gate operates as intended.

Some change in alignment between the two leaves over time is normal. Misalignment may result from ordinary settling, repetitive use, loosening of anchors or fasteners, or movement, shifting, leaning, or deterioration of walls, columns, posts, masonry, foundations, or other supporting structures. The warranty consequences are stated in Section 6.7.

4.4 Adjustable Latch Plates and Lockset Fasteners

A lockset latch plate is adjustable by design. Repeated opening, closing, vibration, and normal use may cause it to shift, making the gate rattle, latch too tightly, or fail to latch until readjusted. The owner is responsible for checking and adjusting the latch plate as needed.

Fasteners securing locksets, handles, latch plates, and related hardware may loosen through repetitive use and vibration. The owner is responsible for inspecting and tightening them with the appropriate tool. The owner should discontinue use and contact SoCal Gates if the hardware cannot be safely adjusted or if the surrounding gate structure appears damaged.

Routine adjustment and tightening are owner-maintenance responsibilities. The related warranty and service consequences are stated in Sections 6.8 and 7.5.

4.5 Powder-Coated Finish Care and Maintenance

Powder coating is durable but not maintenance-free. Its appearance and service life depend on environmental exposure, cleaning, care, and prompt attention to damaged areas. Inspect and clean powder-coated surfaces at least every six months and more often near pools, pets, sprinklers, coastal or industrial environments, fertilizers, chemicals, salt, or heavy deposits.

4.5.1 Sprinkler, Pet, Pool, and Environmental Exposure

The owner must adjust sprinklers and irrigation so their spray paths are directed away from the gate and accessories. Sprinklers must not spray the gate directly, repeatedly, or continuously. Pet urine, animal waste, pool chemicals, chlorine residue, fertilizers, and similar substances should be rinsed off promptly.

4.5.2 Cleaning Procedure

Use a soft cloth, sponge, or soft nonmetallic brush with clean water and mild household detergent. Rinse thoroughly and allow the surface to dry. Do not use wire brushes, steel wool, abrasive pads or cleaners, petroleum-based cleaners, strong solvents, acids, caustic chemicals, or damaging pressure-washing methods.

4.5.3 Scratches, Chips, and Touch-Up

Clean drainage marks promptly. Scratches, chips, impact marks, and coating breaks should be cleaned, dried, and touched up promptly using exterior paint or aerosol spray paint suitable for metal. A separate primer is not required when using oil-based exterior paint, direct-to-metal paint, or spray paint formulated for metal. Touch-up appearance may differ from the original powder coating.

Compliance with these care instructions is the customer's responsibility. Damage caused or worsened by inadequate cleaning, delayed touch-up, sprinkler exposure, pet urine, pool chemicals, fertilizers, salt, standing moisture, abrasive cleaning, harsh chemicals, impact, or other environmental conditions is not covered.

4.5.4 Powder-Coating Texture and Build Variation

Powder coating is applied as a dry powder and cured with heat. The application and curing process may produce minor roughness, texture variation, uneven powder buildup, heavier coating at corners or edges, small surface irregularities, or differences in gloss and appearance between sections. These characteristics are normal and do not, by themselves, indicate improper application or a defective finish.

Texture and powder-build variations may be more visible in custom colors, metallic finishes, textured finishes, translucent finishes, and colors containing multiple tones, pigments, flakes, or visual effects. Lighting, viewing angle, surface geometry, and the underlying metal may also affect the apparent color and texture.

4.5.5 Custom Color Selection and Appearance

Custom and special-order colors may vary from printed materials, electronic images, photographs, display screens, manufacturer samples, color cards, previously finished products, and the customer's expectations. Multitone, metallic, textured, translucent, and effect finishes may also appear different depending on lighting, viewing angle, production batch, application thickness, curing conditions, and the shape or texture of the coated surface.

The customer is responsible for selecting and authorizing the custom color identified in the estimate, contract, change order, manufacturer color code, or other written approval. Once a custom color has been ordered or applied, dissatisfaction based solely on personal preference, expectations, lighting, perceived shade, tone distribution, texture, gloss, or normal color variation is not a defect and does not entitle the customer to refinishing, replacement, cancellation, or a refund.

This provision applies when SoCal Gates supplies the color identified and authorized in the customer's transaction documents. It does not excuse the application of a materially different color from the documented color selection.

Additional reference: [Powder Coating Care and Maintenance for Fences, Railings, and Gates](https://antietamironworks.com/blog/powder-coating-care-maintenance-fences-railings-gates/) (Antietam Iron Works, <https://antietamironworks.com/blog/powder-coating-care-maintenance-fences-railings-gates/>). This third-party resource is provided for general educational purposes. These Terms and Conditions govern if an inconsistency exists.

5. Limited Warranty Coverage

5.1 Eligibility: Original Purchaser and Residential Use

This Limited Warranty applies only to the original purchaser identified in the applicable SoCal Gates estimate, proposal, contract, or invoice. It is personal to the original purchaser and is not transferable.

Coverage applies only to gates installed at owner-occupied residential properties. It does not apply to commercial, industrial, multifamily rental, short-term rental, or other income-producing properties. A later conversion to commercial or rental use ends future coverage.

5.2 Structural Warranty Periods

SoCal Gates warrants the structural integrity of an eligible gate frame for the period below, measured from the Contract Date and subject to these Terms and Conditions.

Product type	Structural warranty period from Contract Date
Steel-composite and all-steel gates	2 years
Aluminum gates	2 years
Aluminum-composite gates	1 year
Vinyl gates	Not covered

5.3 Covered Structural Conditions

Structural coverage applies only to the gate's structural integrity under normal and intended operation. Covered conditions include defective fabrication, defective welds, separation or failure of welded joints, and failure of structural frame members during normal use.

For an approved structural claim, SoCal Gates will provide the parts, materials, and labor reasonably necessary to repair or replace the covered structural component without an additional labor charge, subject to these Terms and Conditions, including the warranty exclusions and remedy provisions.

Structural coverage does not include locks, latches, hinges, closers, handles, decorative inserts, composite color, powder-coated finish, automation equipment, or other accessories, except where a separate provision in this warranty expressly applies.

5.4 One-Year Installation, Workmanship, Adjustment, and Accessory Warranty

For one year from the Contract Date, SoCal Gates warrants its original gate installation, fabrication workmanship, assembly workmanship, installation adjustments, and the mechanical functionality of eligible accessories.

Accessory coverage applies only to locks, latches, hinges, closers, handles, and other accessories both sold and originally installed by SoCal Gates under the applicable contract. Accessories supplied by the customer, purchased from another seller, transferred from an existing gate, installed by another person, or added after the original installation are not covered. SoCal Gates is not responsible for compatibility, performance, adjustment, damage, or failure involving customer-supplied or third-party accessories.

Coverage ends to the extent a covered accessory is removed, relocated, materially altered, improperly adjusted, repaired, or reinstalled by another person and that action caused or contributed to the claimed failure. Any applicable written manufacturer warranty may be passed through subject to the manufacturer's terms and claim procedures.

Coverage under this section applies only after SoCal Gates evaluates the reported condition and determines that it is an approved covered warranty problem. It does not include the normal characteristics, owner-maintenance responsibilities, misuse, supporting-structure conditions, finish conditions, or other exclusions described in these Terms and Conditions.

5.4.1 First 90 Days

During the first 90 calendar days after the Contract Date, SoCal Gates will perform approved covered gate adjustments and correct approved installation or workmanship problems without charging for the service visit, covered labor, or covered replacement parts.

This includes reasonable adjustments involving gate alignment, hinges, latching, locks, closers, operating clearances, and similar conditions when SoCal Gates determines that the condition is covered.

A visit is not automatically free merely because it occurs during the first 90 days. If SoCal Gates determines that no defect exists or that the condition involves owner maintenance, normal operation, misuse, abuse, wind damage, an unsuitable supporting structure, environmental exposure, unauthorized work, or another excluded cause, the visit will be treated as a noncovered service request under Section 7.5.

5.4.2 Day 91 Through One Year

Beginning on day 91 after the Contract Date and continuing through the end of the one-year warranty period, an approved covered service visit is subject to a \$79 service-call fee. The customer is also responsible for the cost of any required replacement parts.

SoCal Gates will provide the labor reasonably necessary to perform an approved covered adjustment or correct an approved covered installation, workmanship, or accessory-function problem without an additional labor charge.

The customer must approve and pay the \$79 service-call fee and any quoted replacement-part cost before the visit is scheduled or the part is ordered, unless SoCal Gates agrees otherwise in writing.

5.4.3 After One Year

After the one-year warranty period expires, the customer is responsible for all inspection, travel, service-call, parts, materials, and labor costs. SoCal Gates may provide an estimate based on its pricing in effect at the time. No service will be performed and no parts will be ordered until the customer approves the estimate.

5.5 Accessory Finish Exclusion

Accessory warranty coverage for locksets, closers, hinges, latches, handles, and other accessories is limited solely to their mechanical functionality. It does not cover an accessory's paint, powder coating, plating, color, gloss, texture, or other cosmetic finish.

Fading, discoloration, chalking, oxidation, tarnishing, staining, peeling, chipping, scratching, surface corrosion, color variation, and ordinary cosmetic wear are not covered. These appearance conditions do not qualify as an accessory failure when the accessory remains functional. Any applicable manufacturer finish warranty must be pursued under the manufacturer's terms.

5.6 Wright Products Residential Closers on Steel Gates

This provision applies specifically to Wright Products residential closers installed on steel pedestrian gates. These closers use a physical stop ring that must remain correctly positioned to prevent improper closing or travel beyond the permitted range.

The owner must not force the gate closed when the stop ring is engaged, incorrectly positioned, or preventing normal movement. The gate must not be forced or allowed to open beyond the acceptable opening angle established at installation. Either condition can damage the closer, bend or break mounting components, or cause the closer's main welded bracket to separate from the gate. Bracket separation may help prevent more extensive damage to other gate components.

Damage caused by forcing the gate, incorrect use or positioning of the stop ring, excessive opening travel, wind, impact, or operation outside the closer's intended range is misuse and is not covered.

When this excluded damage requires a new bracket to be fabricated and welded to the gate, SoCal Gates will charge a flat rate of \$250 for the bracket and welding repair, plus the actual cost of a replacement closer when required. A typical replacement residential closer currently costs approximately \$25, but the actual replacement-part price will apply. The \$250 flat-rate repair includes and replaces any separate inspection or service-call fee for this specific repair; the charges will not be combined.

Repairing or replacing a broken Wright Products closer bracket requires welding the bracket directly to the steel gate frame. Welding heat will burn, discolor, or otherwise damage the existing powder-coated finish around the repaired area. After completing the welding repair, SoCal Gates will clean and cover the affected area with exterior paint or aerosol spray paint suitable for metal.

The repaired area will not be recoated through the original powder-coating process and may differ from the surrounding finish in color, gloss, texture, thickness, or appearance. These differences are normal following an onsite welded repair. Exterior touch-up paint is not as durable as the original factory-applied powder coating.

After the repair, the customer is responsible for regularly inspecting, cleaning, and repainting the welded area as necessary to keep the metal protected. Rust, staining, paint deterioration, or corrosion caused or worsened by failure to maintain the repaired area is not eligible for a warranty claim.

6. Warranty Exclusions

6.1 Normal Product Characteristics

The fabrication, assembly, installation, appearance, and maintenance characteristics described in Chapter 4 are normal characteristics of the applicable gate, material, finish, or installation. They do not indicate defective materials, fabrication, workmanship, or installation and are not eligible for a warranty claim.

A request to inspect, clean, touch up, align, adjust, or otherwise address a normal characteristic is not warranty service and is subject to the applicable service pricing and estimate procedures in Section 7.5.

6.2 Abuse, Misuse, and Excessive Travel

Coverage does not apply to damage caused by abuse, misuse, neglect, impact, excessive force, wind-driven movement, or operation beyond the gate's intended travel limits. Examples include forcing or blowing a gate beyond its designed position, slamming it against a wall, post, structure, object, or gate leaf, and uncontrolled movement that bends profiles, deforms frames, damages welds, or alters alignment.

SoCal Gates may inspect the gate, supporting structures, anchors, fasteners, hinges, deformation patterns, and surrounding conditions to determine whether this exclusion applies.

6.3 Double-Gate Operation and Wind Damage

Double gates are designed so the two leaves meet at the closed position. Unless included in the contract, there is no separate ground-mounted closing stop for each leaf. When both leaves are open, neither leaf has the opposing leaf available to limit or absorb its closing movement.

The owner must control and secure both leaves whenever they are open, particularly during wind. Damage caused by an unsecured leaf slamming closed - including bent or twisted profiles, deformed frames, damaged welds, hinge damage, and misalignment - is considered misuse or owner negligence and is not covered.

6.4 Unsecured Gates and Wind Damage

All swing gates must be controlled and secured when left open. Allowing a gate to swing or slam because of wind can create substantial force at hinges, anchors, fasteners, posts, columns, walls, and other supports. Resulting property damage, loosened fasteners, damaged anchors, misalignment, deformation, weld damage, or clearance changes are not covered.

6.5 Supporting-Structure Movement and Fasteners

As described in Section 3.4, existing walls, columns, posts, masonry, foundations, and other supporting structures must remain plumb, stable, sound, and capable of supporting the gate. This Limited Warranty does not cover gate misalignment, reduced clearances, binding, dragging, rattling, latching problems, loose anchors or fasteners, or changes in operating gaps caused or contributed to by movement, settling, cracking, deterioration, deflection, or failure of a supporting structure.

6.6 Identified Conditions the Customer Declined to Correct

Sections 3.5 and 3.6 describe unsuitable supporting conditions identified by SoCal Gates and recommendations to correct them. If the customer declines a recommended correction and directs SoCal Gates to proceed, warranty coverage and the complimentary 90-day adjustment period do not apply to movement, misalignment, rattling, binding, dragging, clearance changes, latching problems, loose fasteners, or other conditions caused or contributed to by the identified support.

This includes a non-plumb wall requiring shims, a loose or inadequately reinforced CMU column, or an unstable wood fence or wood post used after the customer declines a recommended steel post or CMU column. Any resulting inspection, adjustment, repair, or reinstallation is subject to Section 7.5.

6.7 Double-Gate Alignment and Settling

As described in Section 4.3, some change in alignment between steel-composite double-gate leaves is normal. Misalignment caused or contributed to by settling, repetitive use, loose anchors or fasteners, or movement, shifting, leaning, or deterioration of walls, columns, posts, masonry, foundations, or other supporting structures is not covered by the Limited Warranty or the complimentary 90-day adjustment period.

6.8 Owner-Maintenance Conditions

Routine maintenance and owner-adjustable conditions described in Section 4.4, including adjustment of latch plates and tightening of lockset, handle, latch, or related hardware fasteners, are not defects and are not covered by the Limited Warranty. A requested inspection or adjustment is subject to Section 7.5 unless it qualifies under Section 5.4.1 as an approved covered adjustment during the first 90 days.

6.9 Composite Color, Powder-Coated Finish, and Related Maintenance

SoCal Gates does not provide an independent warranty against fading, chalking, discoloration, color variation, loss of gloss, staining, oxidation, surface corrosion, or other appearance changes in composite materials, powder-coated surfaces, or accessory finishes. Variations between samples, production batches, replacement components, and installed products are normal and are not structural defects.

The steel and finish characteristics described in Sections 4.1.4, 4.1.6, and 4.5 are normal and are not eligible for a warranty claim. This includes metal-shaving residue; rust-colored bleeding, runoff, or staining from concealed or uncoated surfaces; drainage marks; and deterioration caused or worsened by environmental exposure, inadequate cleaning, delayed touch-up, standing moisture, irrigation, pet urine, pool chemicals, fertilizers, salt, abrasive cleaning, harsh chemicals, or impact.

Normal powder-coating characteristics described in Sections 4.5.4 and 4.5.5 include minor surface roughness, texture variation, uneven powder buildup, edge buildup, gloss variation, multitone variation, and differences caused by lighting or viewing angle. These characteristics are normal and are not eligible for a warranty claim. Customer dissatisfaction with an authorized custom color is not covered when the supplied finish reasonably corresponds to the documented color selection and exhibits only normal production and appearance variation.

Rust-colored bleeding or staining does not establish a structural warranty claim. The customer is responsible for following Section 4.5 and cleaning and touching up affected areas. Any applicable written manufacturer finish warranty may be passed through subject to that manufacturer's terms.

Section 5.6 describes the finish and maintenance conditions applicable after an onsite welded repair of a Wright Products closer bracket. The resulting painted repair area and normal differences between paint and the original powder coating do not create a finish warranty claim.

6.10 General Exclusions

In addition to the specific exclusions above, this Limited Warranty does not cover damage or failure caused by:

- Abuse, misuse, neglect, vandalism, collision, impact, excessive force, or wind-driven movement
- Failure to secure an open gate or use the gate within its intended travel limits
- Unauthorized modification, adjustment, repair, relocation, welding, cutting, drilling, or installation
- Movement or failure of walls, columns, posts, foundations, masonry, concrete, framing, or other supporting structures
- Normal wear and tear, ordinary maintenance, cosmetic changes, or expected aging
- Flood, fire, earthquake, severe weather, salt exposure, chemicals, irrigation, animals, or other environmental conditions
- Automation equipment, electrical components, wiring, batteries, motors, access-control equipment, or safety devices unless expressly listed as covered in the contract
- Failure to follow operating, care, cleaning, or maintenance instructions

7. Service Requests and Warranty Claims

7.1 Customer Troubleshooting Responsibilities

SoCal Gates may provide operating, care, adjustment, and maintenance instructions verbally when installation is completed. The customer is responsible for following those instructions and the applicable care and maintenance information contained in these Terms and Conditions.

Before requesting service, the customer must inspect and attempt to correct minor owner-serviceable conditions, including checking the adjustable latch-plate position, tightening loose lockset or hardware fasteners, removing obstructions, cleaning affected areas, and confirming that the gate is being operated correctly.

The customer should not perform welding, structural alterations, unsafe adjustments, or repairs that could damage the gate or create an unsafe condition. If the customer cannot safely identify or correct the condition, the customer should discontinue use when appropriate and submit the photographs and videos required by Section 7.2.

A service request involving routine maintenance, an owner-adjustable condition, normal operation, or another noncovered condition is subject to Section 7.5.

7.2 Required Photographs and Videos

The customer must provide clear photographs and videos showing the reported problem, the entire gate, affected components, gate operation, surrounding walls or posts, and other views reasonably requested by SoCal Gates.

7.3 Evaluation Before an On-Site Visit

SoCal Gates will not schedule or perform an on-site inspection, adjustment, or service visit until the requested photographs and videos are received. The materials will be used to evaluate the condition, provide troubleshooting instructions, determine whether a visit may be necessary, and identify appropriate parts or tools. A delay in providing them does not extend or restart a warranty period.

7.4 Initial 90-Day Adjustment Period

The complimentary adjustment coverage described in Section 5.4.1 applies during the first 90 calendar days after the Contract Date, but only after SoCal Gates determines that the condition qualifies. An adjustment arising from owner maintenance, an excluded supporting structure, or another excluded cause is not complimentary, even during this period.

7.5 Noncovered Service Requests, Inspection Fees, and Estimates

A request for inspection, adjustment, diagnosis, repair, or other service that is not covered by this Limited Warranty is subject to SoCal Gates' pricing in effect at the time. Pricing may vary based on travel distance, location, access, anticipated time, and the nature of the requested service.

Before scheduling an on-site visit, SoCal Gates may send the customer an estimate for an inspection or service-call fee. The customer must approve the estimate before the visit is scheduled. This fee covers only the on-site visit, inspection, diagnosis, and preparation of a proposed scope of work. It does not include repair labor, replacement parts, materials, welding, additional visits, or completion of the proposed service unless the estimate expressly states otherwise.

After inspecting the condition, SoCal Gates may provide a separate estimate describing the recommended work and applicable charges for parts, labor, materials, travel, or other services. The customer must approve that estimate before repair work begins or parts are ordered.

If the condition is not covered - including normal operation, maintenance, an owner-adjustable item, misuse, abuse, wind damage, owner error, an excluded supporting structure, inadequate maintenance, unauthorized modification, or an expired warranty - the approved inspection or service-call fee remains payable. Approved covered visits during the one-year warranty period are governed by the specific fees and customer-paid part obligations in Section 5.4.

An on-site visit is not automatically free merely because it occurs during the initial 90-day period or is described by the customer as a warranty claim. Coverage is determined only after SoCal Gates evaluates the reported condition.

7.6 Claim Information and Contact

Notify SoCal Gates promptly and provide the original purchaser's name, project address, contract, proposal, or invoice number, Contract Date, description of the condition, proof of purchase when requested, and the required photographs and videos.

7.7 Opportunity to Inspect Before Third-Party Repairs

The customer must allow SoCal Gates a reasonable opportunity to inspect the gate, accessories, supports, and surrounding conditions before another person repairs or alters the affected item. The customer must also approve any applicable service-call estimate and pay any undisputed past-due balance before nonemergency service is scheduled, subject to applicable law.

Warranty contact: info@socalgatesllc.com | (714) 943-3451 | www.socalgatesllc.com

8. Warranty Remedy

For an approved covered claim, SoCal Gates may, at its option, adjust, repair, reinforce, or replace the covered component using new, refurbished, equivalent, or functionally comparable materials or parts. Replacement colors, textures, profiles, and components may vary from the original because of aging, batch variation, availability, or discontinued products. The remedy described in this section is limited to the affected covered component and does not include excluded property damage or noncovered work, subject to rights that cannot legally be limited.

9. Outstanding Balances

SoCal Gates is not required to schedule or perform warranty inspections, adjustments, repairs, or replacement work while an amount due under the applicable contract remains unpaid or past due. Warranty service will resume after the outstanding balance is paid in full. Suspension of service does not extend, restart, or toll a warranty period, except where applicable law requires otherwise. This provision does not limit nonwaivable rights or remedies under California law.

10. Dispute Resolution, Liability, and Legal Limitations

10.1 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SOCAL GATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE APPLICABLE CONTRACT, PRODUCTS, MATERIALS, FABRICATION, DELIVERY, INSTALLATION, SERVICE, OR WARRANTY - REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT,

WARRANTY, NEGLIGENCE, OR ANOTHER LEGAL THEORY - WILL NOT EXCEED THE TOTAL CONTRACT PRICE, INCLUDING APPROVED WRITTEN CHANGE ORDERS, FOR THE PROJECT GIVING RISE TO THE CLAIM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SOCAL GATES WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOST PROFITS, LOST RENTAL INCOME, BUSINESS INTERRUPTION, OR THE COST OF UNRELATED WORK, EVEN IF SOCAL GATES WAS ADVISED THAT SUCH DAMAGES MIGHT OCCUR.

These limitations apply collectively to all claims arising from the same contract or project and are not multiplied by the number of claims, legal theories, products, components, service visits, or alleged defects.

10.2 Exceptions and Nonwaivable Rights

Section 10.1 does not exclude or limit liability to the extent prohibited by applicable law. It does not apply to liability established to have resulted from SoCal Gates' fraud, willful misconduct, gross negligence, willful injury, or violation of law, or to a statutory consumer remedy that cannot legally be waived or limited.

Nothing in these Terms and Conditions prevents a customer from submitting a claim, filing a complaint, or pursuing a legal remedy. Section 10.1 limits the amount and types of recoverable damages only to the extent permitted by law.

10.3 Mandatory Pre-Litigation Mediation

Except for the proceedings excluded below, the customer and SoCal Gates must first attempt in good faith to resolve a dispute through written notice and informal discussion. The notice must reasonably describe the dispute, requested resolution, and supporting facts and documents.

If the dispute is not resolved informally, the parties must participate in mediation before filing a civil lawsuit or commencing arbitration. Mediation will take place in Orange County, California, unless the parties agree otherwise in writing. The parties will jointly select a neutral mediator and share the mediator's fees equally. Each party will pay its own attorney fees and other costs unless applicable law or a written settlement provides otherwise.

If the parties cannot agree on a mediator within 15 calendar days after a written request for mediation, or if mediation does not resolve the dispute, either party may pursue a remedy permitted by the applicable contract and law.

This mediation requirement does not prevent either party from using small-claims court, recording or enforcing a mechanics lien, seeking temporary or emergency court relief, preserving a claim before a filing deadline expires, filing a complaint with the Contractors State License Board or another government agency, or exercising a right that cannot legally be restricted.

10.4 Arbitration of Disputes

If the customer and SoCal Gates separately accept and initial a California-compliant Arbitration of Disputes provision in the applicable contract, any dispute not resolved through mediation will be decided by final and binding neutral arbitration instead of by a court or jury.

Arbitration will take place in Orange County, California, and will be administered by the American Arbitration Association under its applicable Consumer Arbitration Rules, unless the parties agree in writing to another neutral administrator. Fees and costs will be allocated under the administrator's rules and applicable law.

The arbitrator may award any remedy available under applicable law but must apply the applicable contract, these Terms and Conditions, and all enforceable limitations and nonwaivable federal and California law. Judgment on the arbitration award may be entered in a court having jurisdiction.

This provision does not prevent either party from using small-claims court when the claim qualifies, recording or enforcing a mechanics lien, seeking temporary or emergency court relief, filing a CSLB or other governmental complaint, or exercising a right that cannot legally be waived.

Arbitration applies only when the parties complete the separate arbitration election and required acknowledgment in the applicable contract. If that election is not properly completed, Section 10.3 remains applicable, but neither party is required to arbitrate.

10.5 Safe Use and Owner Responsibility

Gates are moving structures with hinges, closing forces, pinch points, edges, latches, and other components that can cause bodily injury or property damage if improperly operated, left unsecured, forced, climbed upon, modified, neglected, or used outside their intended purpose.

The owner is responsible for operating and maintaining the gate safely; supervising children, visitors, and pets near the gate; keeping hands, fingers, feet, clothing, and objects away from hinges and pinch points; securing swing-gate leaves against wind-driven movement; and preventing climbing, hanging, horseplay, impact, or forced operation.

The owner must promptly discontinue use and contact SoCal Gates if the gate becomes loose, unstable, damaged, difficult to control, improperly aligned, unable to latch securely, or otherwise appears unsafe. Continued use after an unsafe condition becomes known or reasonably apparent may increase the risk of injury or property damage.

10.6 Injury or Damage Caused by Misuse or Failure to Maintain

To the maximum extent permitted by law, SoCal Gates is not responsible for bodily injury, death, or property damage caused by or resulting from misuse, abuse, neglect, unauthorized modification or repair, failure to maintain or inspect the gate, failure to secure an open gate, wind-driven movement, climbing or hanging on the gate, operation beyond its intended travel limits, customer-supplied equipment, an unsuitable supporting structure, or continued operation after an unsafe condition becomes known or reasonably apparent.

This exclusion applies only to the extent the injury or damage was caused or contributed to by the excluded conduct or condition. It does not exclude liability that applicable law prohibits SoCal Gates from disclaiming or limiting.

10.7 Severability and Additional Rights

These Terms and Conditions include a limited warranty and describe SoCal Gates' contractual policies and voluntary express warranty obligations. They are not intended to waive or restrict a right or remedy that cannot be waived under applicable federal or California law.

If a limitation, exclusion, or other provision is prohibited or unenforceable, it will apply only to the maximum extent permitted, and the remaining provisions will remain in effect. Applicable law may provide rights in addition to those stated here.