

Inclinor Company of America
Limited Product Warranty

LIMITED PRODUCT WARRANTY OF SELLER; SOLE AND EXCLUSIVE REMEDY Coverage and length of warranty: This warranty applies to the repair or replacement, at Seller's option, of parts of the Product that fail due to defective workmanship or material. Seller may, at its option, provide factory reconditioned parts. The **basic coverage period for complete units** is twenty-four (24) months from the date that the equipment is shipped from Seller's factory, unless an additional multi-year extended warranty is purchased from Seller in accordance with the extended warranty terms below. The **basic coverage period for Buyer purchased parts**, representing less than a complete unit, is twelve (12) months from the date the part(s) are shipped from Seller's factory (collectively, the Warranty Period). The Limited Product Warranty applies only when an annual maintenance is performed by a qualified elevator contractor.

What is not covered.

- All labor costs that are incurred for removal, repair or replacement of warranty parts, including related travel time.
- Consumable items / parts such as light bulbs, lamps, batteries, UPS (Uninterruptible Power Supplies), oil seals, mechanical switches, guide shoe inserts, drive belts, hydraulic fluid, lubricants, etc.
- Structural or cosmetic components that are subject to normal wear and tear, external forces and/or misuse. This includes paint, stain, caulking, weather barriers, slide blocks, fluid seals, switches, metal panels, glass, Plexiglas, gates, travelling cable, doors, buttons, trim, upholstery, etc.
- Damage or malfunction caused by improper installation and/or repair, lack of maintenance in accordance with manufacturer's recommendations, improper or abnormal use, misuse, neglect, abuse or accident, improper adjustment, structural integrity of building and/or hoistway, exceeding weight limit, failure to follow operating instructions or acts of God.
- Damage or malfunction caused by the integration of any additional parts or items, the customization of any product or parts, and/or the use of non-Inclinor parts, if such integration, customization or use was performed without approval from Seller.
- Damage sustained in shipping. Buyer must file claim with shipping / freight company.

While necessary maintenance or repairs on Seller Product may be performed by any qualified elevator contractor, SELLER RECOMMENDS THAT ONLY AUTHORIZED INCLINATOR DEALERS PROVIDE SUCH SERVICES WITH PARTS SUPPLIED BY SELLER. IMPROPER OR INCORRECTLY PERFORMED MAINTENANCE OR REPAIR VOIDS THIS WARRANTY.

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND IS LIMITED TO A PERIOD OF TWO YEARS (UNLESS EXTENDED) FROM THE TIME THE PRODUCT IS SHIPPED FROM INCLINATOR'S FACTORY.

Buyer shall notify Seller of any warranty claim. Seller will provide a Return Material Authorization (RMA) number, ship replacement part(s) and issue an invoice for part(s) covered under warranty. Replacement part(s) will be shipped to the Buyer using standard shipping practices. Overnight and 2nd day shipment will be billed as an additional charge. Seller may, at its option, provide factory reconditioned parts for replacement. The warranted part(s) shall be returned from the Buyer to the Seller within 60 days from issuance of the RMA. Seller shall confirm that the parts are defective in materials or workmanship within two weeks of receipt from the Buyer and will issue credit for such parts confirmed to be defective. Should such defective parts not be promptly replaced, BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL BE RECOVERY OF THE FULL PURCHASE PRICE OF THAT DEFECTIVE PART.

BUYER EXPRESSLY AGREES THAT THIS REMEDY IS THE SOLE AND EXCLUSIVE REMEDY OF BUYER AGAINST SELLER, AND THAT UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER FOR ANY OTHER LOSSES OR EXPENSES, INCLUDING BUT NOT LIMITED TO ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, CONTINGENT OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, INTELLECTUAL PROPERTY INFRINGEMENT OR OTHERWISE.

FURTHER, SELLER DISCLAIMS LIABILITY FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM THE OPERATION OF A PRODUCT THAT HAS NOT BEEN FOUND TO BE DEFECTIVE. IN ADDITION, SELLER DISCLAIMS LIABILITY FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM THE OPERATION OF A PRODUCT THAT HAS BEEN MODIFIED FROM THE ORIGINAL SELLER DESIGN OR TO WHICH ANY PARTS OR ITEMS HAVE BEEN ADDED WHETHER SUCH MODIFICATIONS OR ADDITIONS WERE MADE WITH OR WITHOUT THE WRITTEN AUTHORIZATION OF SELLER. NO PERSON OR COMPANY IS AUTHORIZED TO CHANGE THE DESIGN OR MAKE-UP OF THIS PRODUCT WITHOUT WRITTEN AUTHORIZATION BY SELLER.

THIS WARRANTY SUPERCEDES ALL OTHER PUBLISHED, PRINTED OR ORAL WARRANTIES WITH RESPECT TO THE PRODUCT.