

**WARRANTY POLICY FOR
ELEVATOR PACKAGES & COMPONENTS**

- 1) **Schumacher Elevator Company (the Company) guarantees the elevator equipment supplied to be free of defects in workmanship for a period of 12 months from the date of final acceptance or 18 months from the date of shipment, whichever occurs sooner. The Company agrees to remedy any defects or furnish replacements for materials within the warranty period stated above provided the customer notifies the Company in writing. Damages caused by acts of God are not warranted.**
- 2) **THIS WARRANTY IS A LIMITED WARRANTY AND SHALL BE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO OTHER WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION OR THE FACE HEREOF.**
- 3) **The Company is not responsible for any contingent or consequential costs such as the cost of installation of replacement or repaired parts, travel expense, or any other expense incurred in connection with the replacement or repair. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR LOSS OF PROFITS, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES.**
- 4) **The liability of the Company arising out of its supply of said products, or their use, shall not in any case exceed the cost of correcting defects in the products as above set forth. The Company's liability for loss or damages to the customer for any cause whatsoever and regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to the price of the part on which such liability is based.**
- 5) **This warranty does not apply if the failure is caused or contributed to by any of the following: improper shipping, improper installation, abuse, unsuitable application of the product, lack of reasonable and necessary maintenance, or repairs made or attempted by other than the Company, which in the judgment of the Company adversely affects the product's performance or reliability. Repair or replacement of parts furnished under the terms of this warranty are warranted only for the remainder of the warranty period.**
- 6) **If the Company determines that the product is out of warranty, an estimate of repairs, including freight, will be sent to the purchaser and a purchase order will be required before repairs are completed.**