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Limited One Year Warranty

Subject to the terms stated below, for a period of one year from the date of shipment, Monitor Elevator Products. ("Monitor"), agrees to repair, or at its discretion, replace, all parts of the enclosed product that are defective in material or workmanship. This limited warranty does not cover any labor costs or any other costs associated with repairing or replacing the product that customer may incur.

Warranty service will apply only to products for which a return authorization number, RMA, has been previously obtained. An authorization number may be obtained by calling the number listed above. In addition, this limited warranty does not cover costs for shipping this product to Monitor; however, transportation will be paid one way under this limited warranty.

EXCEPT AS MAY BE SPECIFICALLY SET FORTH HEREIN, MONITOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE PRODUCT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE OR WITH RESPECT TO PATENT INFRINGEMENT OR THE LIKE.

Monitor shall in no event, be liable for any indirect, special or consequential damages caused, directly or indirectly, by the product or any inadequacy thereof for any purpose, or any deficiency or defect therein, or the use of maintenance thereof, or any repairs, servicing or adjustments thereto.

This document does not imply or guarantee that product supplied by Monitor meets any or all Federal, State or local code requirements and Monitor is not responsible to repair or replace products solely on the basis of a specific code requirement.

Monitor is not responsible for the normal degradation of metal or plastic finishes that will occur over time.

Quality issues arising from the customer's intentional deviation from Monitor's quality recommendations will void applicable warranty terms.

All products are inspected prior to packaging and shipment; therefore, Monitor assumes no responsibility for transit damage. All claims shall be forwarded to carrier once the product title leaves Monitor.

Monitor's warranty coverage does not apply to any equipment of another manufacturer used in conjunction with Monitor equipment.

Any deviations from the foregoing warranty must be requested and accepted in writing by Monitor prior to shipment.

All warranties are subject to proper installation and maintenance by qualified or licensed personnel in accordance with the instructions supplied.

Any equipment deemed defective must be returned, freight prepaid, to the factory for evaluation. Any changes in circuiting or components by other than authorized Monitor personnel will void the warranty.

All warranties are limited at the factory's option, to the repair and/or replacement, of parts or equipment, which, upon examination at the factory are judged to be defective and subject to repair or replacement under warranty.

AT NO TIME WILL NEW UNIT EQUIPMENT BE SHIPPED FOR REPLACEMENT PURPOSES.

If new replacement parts are shipped at the customer's request before goods are returned for inspection and evaluation, the replacement parts will be invoiced at the net price in effect at the time. These charges will be credited if, upon receipt and inspection of equipment, a defect is confirmed. Only replacement parts will be shipped under these circumstances if field replacement is possible.

All returns of goods for confirmation of defect must be effected within 60 days of the date replacement parts are shipped, or credit privileges will expire. If when returned, the product is not defective, it will be returned at the customer's expense, including a nominal handling charge; or if possible, it will be re-stocked pursuant to current re-stocking policies, and less normal re-stocking fees.

No returned defective materials will be accepted without a Return Material Authorization issued by the factory.

The customer is responsible for all postage, insurance or shipping costs incurred by the return of any Monitor product for warranty evaluation or service. Monitor will not be responsible for any damage resulting from improper packing or handling of any returned material.

Defective goods returned to the factory must be shipped prepaid. **COLLECT FREIGHT SHIPMENTS WILL BE REFUSED.** Equipment repaired under warranty will be returned to the customer via UPS or truck. Expedited or overnight shipping service charges requested by the customer must be paid by the customer.

In no event shall Monitor be liable for backcharges of any kind, including without limitation or exception, labor charges for field repair, field replacement, or late penalties

This warranty does not cover damages caused by abuse, fire or non-controllable elements of the universe.

In no event shall Monitor be liable for incidental or consequential damages.

This warranty does not cover damages caused by improper or negligent installation or maintenance, or damage caused by installation in areas with other than normal temperatures and environmental conditions applicable to unit design specifications. Monitor assumes no liability for any damage to people, property, apparatus or otherwise, resulting from improper installation or maintenance of its elevator control fixtures, accessories or other equipment.

The foregoing warranty is in lieu of all other warranties, expressed or implied, of merchantability, fitness for a particular purpose, or any other thing. Purchaser assumes all liability for suitability to intended use and conformance with all applicable federal, state, and local codes and requirements. Except as stated in this warranty, Monitor shall not be liable for any defects in, or

breach of any contract, relating to the quality or performance of its equipment under any theory of law; including without limitation, contract, negligence, strict liability or misrepresentation.

FAILURE TO COMPLY WITH ANY OF THE STIPULATIONS HEREIN SET FORTH WILL VOID THE WARRANTY.

THIS WARRANTY REPLACES AND SUPERCEDES ANY AND ALL PREVIOUS WARRANTIES OFFERED BY THE COMPANY

If there are any questions concerning this limited warranty, write or phone Monitor Elevator Products.