

Limited Roller Warranty

EHC Global Inc. and its affiliates ("EHC") warrant that every Roller has been manufactured in accordance with the Specifications and is free from defects in workmanship and material. This Warranty shall remain in effect for a period equal to the lesser of 12 (twelve) months from the shipment date or 6 (six) months from the date the roller(s) are installed on the escalator, ramp, moving walk or elevator.

This Warranty does not include or cover any Roller issues attributable in whole or in part to; accident, misuse, vandalism, environmental exposure, use of other-than-EHC authorized cleaning products, neglect, improper installation/set-up, faulty maintenance, or any damage or defect attributable to modifications to or repair of the Roller by any person other than an EHC employee or a person approved in writing by EHC. Wear and tear caused by usage is not covered by this Warranty.

Where the Customer claims that a Roller is defective and either fails to perform in accordance with the Specifications or that a defect in workmanship or material is evident, the Customer shall notify EHC as promptly as possible in writing outlining the nature of the problem, take photographs of the concern, and the Roller lot number for identification and tracking purposes. If required for ISO purposes, the Customer's Corrective Action request should also be included at this stage.

EHC must be advised, in writing, of any defects in delivered products immediately and no later than two (2) weeks after acceptance of delivery. Concealed defects must be reported to EHC, in writing, within one (1) week of a defect having been detected. In either case, claims under the warranty become barred after six (6) months have elapsed since the acceptance of delivery.

For clarity, the "**acceptance of delivery**" shall be deemed to have taken place upon the first to occur of the following: a) use and or installation of the delivered products; or b) a period of two (2) months from the date of physical delivery of the products to the buyer.

In the case of justified complaints filed within the prescribed time limit any applicable governmental standards that are to be applied to the products and any sample provided by the buyer will be taken as a benchmark to determine if such products are indeed defective. If so, we shall be under an obligation to either remedy the defect or to make a replacement delivery free of charge, which EHC prefers in its own discretion. Should EHC fail to meet these obligations within a reasonable period of time, the buyer will be entitled either to demand an abatement of the purchase price for the rejected part of the delivery in question or to exercise its rights to rescind any relevant purchase order or sales contract.

In the event that buyer corrects any defects or takes any action to mitigate the risk of incurring disproportionately greater damage, EHC's liability is restricted to the equivalent of the original purchase price for the delivered defective products only.

Any and all customers (buyers) of any EHC products are required to ensure that EHC and its suppliers are effectively contracted out of liability vis a vis the buyers own customers, otherwise EHC reserves the right to seek recourse from the buyer. If local law specifically disallows EHC to disclaim liability in cases of malice or gross negligence, if such elements are proven, EHC shall only be responsible for compensation for personal injury. Any claims for consequential damages attributable to any factor (including late or tardy delivery and/or partial delivery or defective products in general), are expressly disclaimed and not available to buyer under any circumstances. In any event, any fault on the part of buyer (the injured party) will reduce any EHC liability.

If EHC determines a Roller is not defective and/or the Warranty does not apply, Customer shall pay: (i) associated costs of inspection and field repair, and/or (ii) the purchase price of the replacement Roller as well as all freight and duty costs.

Engagement of any third-party services in the causal determination process or in the negotiated settlement of any claim arising under this Warranty, must be mutually agreed, in advance, by EHC and the Customer.

Customer hereby waives all other warranties, guarantees, conditions, obligations or liabilities, express or implied, arising by law or otherwise (including any implied warranty of merchantability of fitness for a particular purpose, as well as any obligation of EHC with respect to consequential damages) relating to the Roller and any replacement Roller and shall not be extended, altered or varied except by a written instruction signed by EHC and the Customer.

NOTE - As used in this Warranty, the terms "Specifications" and "Roller" are defined as:

a) "Specifications" is defined as those drawings and associated details for manufacturing a Roller of acceptable quality as defined by EHC and agreed to by EHC and Customer upon placing a purchase order.

b) "Roller" is defined as rollers for escalators, moving-walks or elevators manufactured by EHC and referred to in the original purchase order accepted by EHC.