

Warranty For All Non-Handrail Products

Warranty, Compensation:

EHC must be advised, in writing, of any defects in our deliveries 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 two (2) years has 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 the products are defective, we shall be under an obligation to either remedy the defect or to make a replacement delivery free of charge, and EHC shall exercise its own discretion as to which method shall be used. 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 (or defective products) 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 purchase price for the delivered defective products only. In any event, EHC's total liability under this warranty is expressly limited to the value of the products sold and delivered to the customer which are defective and is not liable for any other losses or damages of any kind (including any labor or other incidental expenses related to a defective product).

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.