

AMLIFT INTERNATIONAL

LIMITED WARRANTY

AMLIFT International warrants to Buyer that the Products shall conform to the specifications therefore at the time of delivery to Buyer and shall be free from defects in material and workmanship for a period of 12 months from the date of shipment to Buyer.

Subject to the conditions, exclusions and disclaimers in this Limited Warranty, Amlift, at its sole option, shall repair or replace any defective or nonconforming Product, F.O.B. Amlift, for which a claim is made within the warranty period. Products that are repaired or replaced by Amlift shall be warranted through the expiration of the original warranty period.

Improper Warranty Claims Amlift shall make the final determination, in its sole discretion, whether any Product is covered by this Limited Warranty. Without limiting Amlift's discretion to make such final determination, Amlift may determine that a Product is ineligible for repair under this Limited Warranty if the Product:: (a) has been altered or repaired other than with authorization from Amlift and in accordance to its approved procedures; (b) has been subjected to misuse, abuse, accident, improper installation, operation, maintenance or neglect; (c) used in combination with products or components from other manufacturers (d) subject to extraordinary electrical force or force majeure; or (e) has had a serial number or any part thereof altered, defaced or removed. If Amlift determines that a warranty claim was improperly made, Amlift shall so advise Buyer. In such an event, Buyer shall pay Amlift upon invoicing by Amlift (x) for service performed at Amlift's then-current rates, (y) for replacement parts, if any, at Amlift's then-current prices and (z) for any parts freight and handling.

Should Buyer request engineering or technical assistance by Amlift, Amlift may, at its sole discretion, provide such assistance. If Amlift determines, in its sole discretion, that the problem is covered under this Limited Warranty, Amlift will be responsible for its travel, labor, and other expenses incurred. If Amlift determines, in its sole discretion, that the problem is not covered under this Limited Warranty, Buyer shall be responsible for all of Amlift' travel, labor and other expenses incurred by Amlift.

No Representations. Amlift makes no warranty or representation that the Products will conform to any federal, state or local laws, ordinances, regulations, building codes or standards, except as set forth in Amlift's specifications or as otherwise agreed upon in writing by a duly authorized representative of Amlift.

Warranty Exclusions. This limited warranty shall not apply to:

- ξ normal wear and tear;
- ξ Products that have been altered or repaired other than with authorization from Amlift and in accordance to its approved procedures;

- § Products that have been subjected to misuse, abuse, accident, improper installation, operation, maintenance or neglect;
- § Products that have been used in combination with products or components from other manufacturers
- § Products that have been subject to extraordinary electrical force or force majeure;
- § Products that have had a serial number or any part thereof altered, defaced or removed; or
- § Engineering and technical support, consultation or advice provided by Amlift.

Sole Remedy

The remedies provided for in this Limited Warranty are Buyer's sole remedies. Correction of any non-conformity in the manner and for the period of time provided for in this Limited Warranty shall constitute complete fulfillment of all the warranty obligations of Amlift, whether the claims of Buyer are based in contract, in tort (including negligence or strict liability) or otherwise, with respect to the Products.

WARRANTY DISCLAIMERS.

AMLIFT MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER TO BUYER WITH RESPECT TO THE PRODUCTS, AND HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE WITH RESPECT TO THE PRODUCTS.

LIMITATION OF LIABILITY.

UNDER NO CIRCUMSTANCES SHALL AMLIFT BE LIABLE TO BUYER OR ANY OTHER PERSON FOR ANY LOSSES, COSTS, EXPENSES OR INCIDENTAL, SPECIAL OR CONSEQUENTIAL, OR FOR LOSS OF PROFITS OR GOODWILL, CAUSED BY, ARISING OR RESULTING FROM ANY BREACH OF WARRANTY, BREACH OF CONTRACT, OR OTHERWISE.



INTERNACIONAL DE ELEVADORES
S.A. DEC.V

<u>Warranty starting date</u>	03/07/2002	
Project Name:	MEDICAL DENTAL CLINIC	
Quantity and description:	1 elev. B.H., cap 2100, 2 Stops	
Issued to:	MODERN ELEVATOR	