



**AMERICAN  
ELEVATOR**

C O R P O R A T I O N

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## **FOB / EXPORT TERMS AND CONDITIONS & WARRANTY**

1. The following sets forth the FOB/Export Terms and Conditions for materials & services provided by American Elevator Corporation or their Authorized Subcontractors (Hereafter also referred to as: us, we, its, our) for the Purchaser (Hereafter also referred to as: you, him, your).
2. It is understood, in consideration of supplying materials or services as enumerated herein, Purchaser agrees to save, indemnify and hold American Elevator harmless from and against all claims of any kind, except that American Elevator shall remain liable, to the extent of its' own comparative fault, for its' own negligent acts, provided American Elevator retains all immunities afforded by applicable industrial insurance and workman's compensation laws. Nothing in this agreement shall be construed to mean that American Elevator assumes any liability on account of accidents to persons or property, except those directly due to the negligent acts or omissions of American Elevator or its employees. The Purchaser's responsibility and liability, for all accidents to persons while riding or being in or about said elevators or lifts, irrespective of whether such accidents result from the installation, use, operation, maintenance, or condition of the elevators, lifts, hatchways, or appurtenances, is in no way affected. No work, service or liability on the part of American Elevator other than that specifically mentioned herein is included or intended.
3. American Elevator shall not be liable for any loss or damage resulting from strikes, lockouts, fires, storms or other delays beyond its reasonable control. Our liability for defects in workmanship is limited to repair pursuant to warranty provided herein. It is expressly understood that in no event shall we be liable for consequential damages, special damages, issues arising from equipment that has been modified by others, or any economic loss.
4. **Payment Terms:** Payments shall be made in US Dollars as shown on the proposal. If payments are made by personal or company check, extra time must be allowed for bank processing and receipt of funds. The machinery, implements and apparatus furnished hereunder remain our personal property and we retain title thereto until final payment is made.
5. This proposal is submitted for prompt acceptance and prices are subject to change without notice. In the event the order is cancelled after acceptance, all payments accepted by us to date are non-refundable. In addition to any legal or equitable remedy we may have, you shall reimburse us for all costs and damages incurred including commissions, engineering, materials, labor, legal and court costs, lost profits and other related items and you agree to make such additional payments to us as may be necessary to satisfy your account, whether these items were previously billed or not.
6. It is expressly agreed that our proposal shall constitute exclusively and entirely the agreement for the service described. All prior representations or agreements, whether written or verbal, not expressly incorporated therein are superseded, and no changes in or additions to the agreement will be recognized unless made in writing and signed by both parties to the agreement. Proposals are not binding upon American Elevator Corporation until approved by an executive officer, with said approval not being unreasonably withheld. If the Purchaser issues a Purchase Order for our work, the Terms and Conditions contained herein shall govern in the event of a conflict with that document.
7. **Warranty Terms.** We honor and support the warranties provided by the manufacturers of all new equipment supplied by us. Consult the specific equipment warranty which comes with your product for more information. If you believe a component has failed and should be covered under your warranty, you should ship the item to us pre-paid for our evaluation. If, in our sole opinion, the problem was not caused by faulty installation, modification, misuse, accidental damage, shipping damage, or lack of maintenance, we will replace it free of charge if it is still within the warranty period, and will return the replacement freight pre-paid by regular carrier. If rush shipment is desired, you agree to pay the difference between regular shipping and rush charges. If the item is not covered under warranty, we shall notify you and provide you the opportunity to purchase the new materials. The balance of the original warranty period only shall apply to replacement parts supplied by us. There is no warranty on used equipment not installed by us. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
8. All drawings, dimensions, hardware, installation instructions and manuals are provided in English/USA sizes and adhere to applicable American Society of Mechanical Engineers (ASME) code standards. Purchaser is solely responsible for ensuring compliance with local codes & requirements wherever the equipment is installed and for any modifications to the equipment which may be required. Electrical equipment is designed for 60Hz USA power unless otherwise specified.
9. It is understood that the laws of the state of Washington, USA govern this and any related transaction and that in the event of a dispute, jurisdiction and venue shall lie exclusively in the Superior Court of the State of Washington for King County, USA. The preceding terms and conditions shall be the sole and complete remedy of the Purchaser.

Understood and accepted by Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_