



WARRANTY DOCUMENT

CUSTOMER NAME: 344 Maujer Street
JOB LOCATION: 344 Maujer Street Brooklyn, NY 11206
PRODUCT: LULA
MANUFACTURER: Savaria
EFFECTIVE DATE: 1.21.15

<u>WARRANTY PERIOD</u>	
Defective Parts	12 Months from effective date
Labor and Workmanship	90 Days from effective date

NOTES

- *All Warranty work to be performed should be notified immediately to our office with a phone call to our service department or a faxed "work authorization form" (Sample Attached), signed by the owner or authorized representative.*
- *Warranty repairs are completed during normal business hours which are: Monday through Friday 8:00 a.m. - 4:00 p.m. only.*
- *Any service time needed, other than normal office hours, will be considered an emergency service and will be subject to applicable charges.*
- *Warranty does not include batteries, repairs to the product for damage due to misuse, neglect, improper operation or maintenance, fire, floods or other act of God.*
- *All Warranties are subject to the standard terms and conditions and policies established by Day Elevator as attached*



TERMS AND CONDITIONS FOR INITIAL WARRANTY

- All work performed by DAY shall be during normal business unless otherwise specified.
- If overtime or out-of-scope work is requested by customer covering service, repairs or emergency call back service, customer agrees to pay DAY the published price for all such work performed.
- DAY reserves the right to terminate or invalidate this agreement without reimbursement if customer permits anyone, other than DAY personnel, to alter, modify or repair the equipment.
- In the event adjustments, repairs or replacements become necessary and Customer fails to authorize such work, DAY shall have the right to terminate this agreement by notification in writing.
- DAY will not be held responsible for equipment that has been subjected to user error, failure to follow proper instructions, abuse, neglect, misuse, vandalism, theft, water damage, smoke damage, faulty power source, relocation by the customer, or any condition beyond the normal use of the equipment.
- It is agreed that DAY does not assume possession or control of any part of the equipment but such remains the customer's exclusively as the owner (or lessee) thereof. It is also understood that in consideration of DAY's performance of the services described herein at the price stated that nothing in this agreement shall be construed to mean that DAY assumes any liability due to accidents involving persons or properties and that the customer owns responsibility for accidents to persons or properties while riding on or being on or about the equipment referred to herein is in no way affected by this agreement. Customer will retain his normal responsibility and liability as owner or lessee of the equipment. This responsibility includes, but is not limited to advising, warning, or instructing passengers in the proper use of the equipment, providing a safe work place for DAY's employees, notification to DAY of operational problems, malfunctions or accidents. DAY shall not be held responsible or liable for any loss, damage, detention or delay caused by accidents, weather conditions, labor troubles, strikes, lockouts, material or labor shortages, fire, flood, acts of civil or military authorities or by insurrection or riot, acts of war, acts of terrorism, acts of God, transportation delays, or by any other cause which is unavoidable or beyond the control of DAY.
- DAY will neither be held responsible for direct or consequential damages for the operation of the equipment, nor for injuries to persons or property except for, those directly due to the negligent acts or omissions by DAY.
- Should any of the customer's obligations cause an additional expense to DAY or should any construction, modifications or alterations of the building that result in the performance of additional work by DAY or if the customer requires additional work not covered under this agreement then the customer agrees to pay the DAY for all such costs at normal billing rates. Day will not be obligated to honor any warranty items, items if all payments due from the customer are not paid in full and if the account is not current.
- DAY shall not be required to perform additional services, make safety tests or install new attachments or devices on the equipment as directed or recommended by insurance companies, consultants or by local government or municipal authorities.
- In the event the customer's acceptance is in the form of a purchase order or other type of document the provisions, terms and conditions of this agreement shall govern in the event of conflict.
- No agent or employee shall have the authority to waive or modify any of the terms of this agreement.
- To the fullest extent permitted by law, DAY makes no warranties, expressed or implied, including any warranty of merchantability or fitness for a particular purpose. Liability is limited to the repair or replacement of defective parts or services provided under this agreement.
- Subject to the prior written consent of the DAY, the customer may assign this agreement to any approved successor in interest.
- the customer agrees to:
 - Accept DAY'S judgment as to the means and methods to be employed for any corrective work under consideration;
 - Provide DAY at customer's own expense with access to the equipment for the removal and installation of equipment if required;
 - Maintain proper power and voltages to the equipment;
 - Keep all equipment areas where DAY works free of hazardous material including contaminated or used medical supplies;
 - Keep equipment dry and maintain a maximum temperature of 90 degrees Fahrenheit in all equipment areas.
 - Provide DAY with a complete set of electrical drawings for the equipment covered under this contract and any manufacturer's tool with the required pass codes for all equipment requiring such tools for diagnostics and or adjusting; and
 - Disallow others to make alterations, additions, adjustments, repairs, or replacements to the equipment.

WARRANTY SCOPE

- All Warranty work to be performed should be notified immediately to our office with a phone call to our service department or a faxed "work authorization form" (Sample Attached), signed by the owner or authorized representative.
- Warranty repairs are completed during normal business hours which are: Monday through Friday 8:00 a.m. - 4:00 p.m. only.
- Any service time needed, other than normal office hours, will be considered an emergency service and will be subject to applicable charges.
- Warranty **does not** include batteries, light bulbs, magnets repairs to the product for damage due to misuse, neglect, improper operation or maintenance, fire, floods or other act of God.
- All Warranties are subject to the standard terms and conditions and policies established by Day Elevator as attached

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SERVICE WORK AUTHORIZATION FORM

(MAKE COPIES IF NECESSARY)

CUSTOMER INFORMATION	SITE INFORMATION	BILLING INFORMATION	
NAME:		<input type="checkbox"/> IF SAME AS SITE	
ADDRESS & APT #:			
CITY, STATE, ZIP:			
TELEPHONE:			
CONTACT INFORMATION OF PERSON TO DISCUSS THIS REQUEST IF NEEDED	NAME		
	PHONE NUMBER		
MAKE & MODEL OF EQUIPMENT			
SERIAL NUMBER IF AVAILABLE			
HAVE YOU PURCHASED A SERVICE CONTRACT WITH DAY (CIRCLE ONE)	YES	IF YES EXPIRY DATE _____	NO
IS THE UNIT RUNNING	NO	IF NO SINCE WHEN DATE & TIME _____	YES
Symptoms:			

<p>I am aware of the terms and conditions of my warranty. By initialing below I am acknowledging that this may be a billable call and regular service fees may apply. I acknowledge that, I am an authorized representative for the owner of the equipment.</p>			
SIGNATURE: _____		PRINT NAME: _____	
		Date: _____	