

Schindler EW - Extended Warranty Agreement

Schindler Elevator Corporation
2448 So. Progress Drive
West Valley City, UT 84119-1339
Phone: 801-918-4899
Fax: 801-487-0308

To: Cedar Hills Recreation Center
Cedar Hills, UT 84062

Agent For:

This warranty is in lieu of all other warranties referred to or set forth in the Contract Documents for the Cedar Hills Recreation Center project, located at 10640 Clubhouse Dr, Cedar Hills, UT 84062 and this Agreement takes precedence over, and incorporates no additional or different terms from any contract documents associated with the project.

Schindler warrants that the Equipment as furnished will comply with the contractual specification; sections; "warranty". If properly notified, Schindler will, at its expense, correct any defects and workmanship and materials occurring for 1 year from April 21, 2014, which are due to ordinary wear and tear and not to improper use, care, or vandalism. Schindler's total cumulative liability under this warranty or anything done in connection therewith, including breach, shall not exceed the price of the part upon which such liability based. The warranty provided herein shall be void if inspection / repair is performed by someone other than Schindler Elevator Corporation, in a manner less than Schindler Elevator Corporation's standards. Schindler Elevator Corporation maintains high and rigid standards for its personnel in product knowledge and training requirements. In addition, Schindler will extend the routine inspection necessary to maintain this warranty in force through April 20, 2015. This warranty shall be extended for additional periods of 1 year unless terminated by either party by written notice not less than 90 (ninety) days prior to the above date or the termination date of any renewal period. ~~This Agreement will be assigned to any successor in interest, should your interest be terminated prior to the above date, or prior to the expiration date of any subsequent renewal, upon notification to and acceptance by us of such assignment.~~ *PMW*

As part of its inspection requirements, Schindler will regularly examine, clean, lubricate, adjust and where conditions warrant, repair or replace broken or malfunctioning components, including: all labor and material to keep Equipment running to original specifications by Schindler, the original Equipment manufacturer. See attached Equipment list for a *Description of Equipment* covered by this agreement.

WE WILL remotely monitor (if applicable) those functions of the Equipment described above which are remote monitoring capable. Our Remote Monitoring System ("SRM") will automatically notify us if any monitored component or function is operating outside established parameters. WE WILL then communicate with you to schedule appropriate service calls. Monitoring will be performed on a 24 hour, 7 day basis and will communicate toll free with our CUSTOMER SERVICE NETWORK using dedicated elevator telephone service. The operation and monitoring of SRM is contingent upon availability and maintenance of dedicated elevator telephone service. You have the responsibility to install, maintain and pay for such telephone service, and to notify us at any time of any interruption of such telephone service.

You will provide the proper wiring diagrams for the Equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the Equipment.

Schindler will use only competent technicians specially trained to service this Equipment. Items beyond Schindler's control, such as vandalism and abuse of the Equipment are not covered under Schindler's inspection responsibilities. Schindler will provide emergency minor warranty service and/or repair work on a twenty-four (24) hours a day, seven (7) days a week basis, excluding elevator trade holidays. A request for service will be considered an "emergency minor warranty service and/or repair work" if it is to correct a malfunction or adjust the equipment and requires immediate attention and is not caused by misuse, abuse or other factors beyond our control. The term does not include any correction or adjustment that requires more than one technician or more than two hours to complete. If you authorize callbacks outside regular working hours, on weekends, or on elevator trade holidays, Schindler will invoice the Owner at Schindler's standard billing rates, including travel time and expenses.

For emergency repairs, please notify Schindler at 1-800-225-3123. The following information will be required:
Building identification number and a brief description of the problem.

The price of this extended warranty agreement shall be \$110.00 (Dollars) per month, payable in annual installments of \$1,320.00, plus any applicable sales, use or other taxes. ~~The price shall be adjusted annually as of the date of the local labor rate adjustment, to reflect changes in Schindler costs for labor. If there is a delay in determining a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay. We also reserve the right to adjust the contract price quarterly / annually on the basis of changes in other expenses such as fuel, waste disposal, government regulations or administrative costs.~~ This offer is firm for 90 days from the date of our proposal. Acceptance beyond that date may require updates of the Price and Price Adjustment Provisions. *PMW*

The terms and conditions attached here to are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed By: Rob Williams
Estimate Number: RWIS-9HTT7E (2014.1.1)
Date: April 21, 2014

Approved By: Steve Sparti
For: Schindler Elevator Corporation
Date: _____

Accepted By: *[Signature]*
For: Cedar Hills Recreation Center
Date: 4/24/14

You will prevent access to the Equipment, including the SRM feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SRM, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SRM output, nor for claims arising from acts or omissions of others in connection with SRM or from interruptions of telephone service to SRM regardless of cause. You agree that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

Schindler Elevator Corporation is insured at all locations where it undertakes business for the type of insurance. You agree to accept in full satisfaction of the insurance requirements for this Agreement, our standard Certificate of Insurance. We will not name additional insureds. Limits of liability as follows:

- (a) Workers' Compensation - Equal to or in excess of limits of Workers' Compensation laws in all states and the District of Columbia.
 - (b) Comprehensive Liability - Up to Two Million Dollars (\$2,000,000.00) single limit per occurrence, Products/Completed Ops Aggregate \$5,000,000.
 - (c) Auto Liability - \$5,000,000 CSL.
 - (d) Employer's Liability - \$5,000,000 Each Accident/Employee/Policy Limit.
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