



**PROPOSAL**  
**HARDIN COUNTY COURTHOUSE**

**PROJECT ID: SCH000017-2050**

**DATE: 6/26/2020**

**JOBSITE: Hardin County Courthouse  
1215 Edgington  
Eldora, IA 50627**

**BILL: Hardin County Board of Supervisors  
1215 Edgington  
Eldora, IA 50627**

Attn: Angela Silvey

RE: A17.3 Code Required Elevator Upgrades – Original Compliance Date May 1, 2020

We propose to furnish labor and materials to complete the following required upgrades on your Schumacher Hydraulic Passenger Elevator (State ID 1008):

\* Install car door restrictor (except freight & collapsible gate) [2.7.5]

The following is to be completed by customer:

\* Machinery space clear of pipes and conduit [2.2.5]

We propose to hereby furnish labor and material - complete in accordance with the specifications outlined in this document for the sum of:

**FOUR THOUSAND NINE HUNDRED TWENTY DOLLARS AND 0/100**

**\$4,920.00**

**NOTICE: This proposal will be withdrawn by Schumacher Elevator Company if not accepted within 60 days. A binding contract agreement is required in order to commence work.**

If you have any questions, please contact me at (319) 406-1266 or email me at [ted.duffy@schumacherelevator.com](mailto:ted.duffy@schumacherelevator.com).

Thank you,

A handwritten signature in black ink, appearing to read "Ted Duffy".

Ted Duffy  
Vice President Sales & Service

**FOR INTERNAL USE: The attached scope of work is reconstruction to real property in the state of Iowa.**

## OBLIGATIONS OF OWNER

The following work is the responsibility of the Owner, and at no cost to Schumacher Elevator Company. All work to be performed per the latest revision of the applicable national code and/or local code.

### GENERAL WORK

- a. Provide all cutting of walls, floors or partitions, together with all repairs made necessary by such cutting or changes;
- b. Provide a staging and storage area close to the elevator hoistway;
- c. Provide for removal of all spoils and debris accumulated during excavation from the lowest landing of the premises as required;
- d. Both legal hoistway and machine room must be maintained at a temperature range 55°F - 85°F;
- e. Provide proper support and install inserts provided by Schumacher Elevator Company as shown on G-1 print of the approved drawings;
- f. Provide a legal machine room of adequate size, properly ventilated, lighted and heated per Elevator Code;
- g. Provide routing for hydraulic and electrical lines;
- h. Provide and install heat and smoke detectors as required;
- i. Complete all this work in such time as not to delay work of Schumacher Elevator Company;
- j. The price and installation schedule of Schumacher Elevator Company is based on these jobsite conditions existing at the beginning and during installation of the elevator equipment;
- k. Complete all work prior to state inspection, if reinspection is required, the cost will be shared by the parties involved.
- l. Provide a fire extinguisher in the machine room or in a location convenient to the machine space.
- m. In accordance with code, if sprinklers are installed in hoistway, machine room, control space or machine space, provide means to automatically disconnect the main line power supply of the affected elevator and any other power supplies used to move the elevator upon the application of water is required (**Not applicable in the state of Minnesota**);

### HOISTWAY & PIT WORK

- n. Provide a legal hoistway of proper size with adequate pit depth, overhead height and be constructed to withstand forces and loads resulting from the use of the elevator;
- o. Provide code compliant means to extract water from the pit;
- p. Provide a hoisting beam as required at top of hoistway for digging and hoisting;
- q. Provide all necessary sill supports;
- r. Fill in around jack hole in pit, build in around door frames and grout under sills, as required by elevator contractor;
- s. Provide all cutting of walls, floors or partitions, together with all repairs made necessary by such cutting or changes;
- t. Provide all painting including hoistway doors and frames furnished with prime finish;
- u. Provide means to guard and protect the hoistway during the time the elevator is being installed;
- v. Provide sump pump and sump pit in elevator hoistway floor;

### ELECTRICAL WORK

- w. Electrical disconnects, one for three phase and several single-phase power supplies, with properly sized wires, as require by the manufacturer;
- x. Provide standby power unit and means for starting it, that will deliver enough regulated power to the elevator disconnect switches to operate one or more elevators at a time at full-rated speed;
- y. Provide electrical power to machine room and connect to controller terminals, with an intervening fused disconnect properly located in machine room, including shunt trip breakers, if required;
- z. Provide a transfer switch for each feeder for switching from normal power to standby power and a contact on each transfer switch closed on normal power supply with two wires from this contact to one elevator controller;
- aa. Provide means for absorbing power regenerated by the elevator system when running with overhauling loads such as full load down;
- bb. Provide any required emergency power of adequate size to include switch gear and preconditioning signals, which may be required;
- cc. Provide without charge, adequate power for excavation and tools during construction, starting, testing, and adjusting of equipment;
- dd. Provide a separate 110-volt AC, 15-amp circuit fused disconnect terminated at controller;
- ee. Provide GFI outlet and guarded light and switch;
- ff. Provide means to guard and protect the hoistway during the time the elevator is being installed;
- gg. Hoistway lighting. If the controller for an elevator is being replaced, permanent lighting shall be installed in the hoistway of the elevator. Three-way switches to control the hoistway lighting shall be installed at the pit access door and the top landing access door. The lighting shall be sufficient to provide 10 foot- candles of light to the center of the elevator path measured when the car top lights are off. Engineering calculations that prove 10 foot- candles of light are provided to the center of the elevator path may be substituted for light meter measurements under circumstances such as a glass back car where use of a light meter is not practical.  
- Iowa Chapter 73.8 (8);

\*Fire control panel by others- per National Fire Alarm Code 6.15.3.2

**The owner agrees to indemnify and hold harmless Schumacher Elevator Company against all claims, damages, losses, expenses, fines, and penalties, including but not limited to attorneys' and/or consultants fees, arising out of or resulting from the failure of the owner to carry out any obligations of the owner outlined in the foregoing agreement.**

**SECTION 1 – PAYMENT TERMS**

<b>MILESTONE</b>	<b>DESCRIPTION</b>	<b>PERCENTAGE VALUE</b>	<b>TIMING</b>
Initial Payment	Reserves spot on master schedule	<b>25%</b>	Billed upon execution of Agreement. Payment due upon receipt.
Final Payment	Completion of work	<b>Percentage of Completion</b>	Billed upon completion of work. Payment due Net 30 days.

- If payment is not made within 30 days of invoicing, the Supplier shall be relieved of the obligation to honor its warranty.
- Purchaser agrees to pay interest at the rate of 1.5% per month or 18% APR on all past due account balances.
- Purchaser agrees to pay all collection costs incurred to collect past due account balances. Collection costs include all reasonable attorney fees, collection agency fees, court costs, and litigation expenses.
- Purchaser agrees that should legal action become necessary to enforce collection of past due account balances, jurisdiction and venue shall be in the Iowa district court in Bremer County, Iowa.
- Any tax or other governmental charge imposed upon the sale of the goods shall be paid by Purchaser, and Purchaser’s failure to pay any applicable tax shall be a breach of this entire agreement.

**SECTION 2 – GENERAL TERMS & CONDITIONS**

1. Supplier will complete the scope of work during regular working hours of 6:00 A.M. to 5:00 P.M. (not to exceed 8 hours per day for new construction and 10 hours per day for alteration of existing elevators and in either case not to exceed 40 hours in a work week) during regular working days of Monday to Friday, excluding holidays. Expedited work schedules can be arranged between the Supplier and the Purchaser with a fully executed change order specifying the additional compensation to be paid for the expedited work.
2. All work performed outside of the scope of this Agreement will be billed to Purchaser at a single worker rate of \$200 per man hour for regular time (6am to 5 pm) and \$375 per man hour for overtime (after 5pm and before 6am or over 8 hours per day or 40 hours in a workweek), plus any expenses. A team hour (a mechanic and an apprentice) will be billed at a rate of \$350 per hour for regular time and \$675 per hour for overtime, plus any expenses. Purchaser must enter into a change order describing the additional work and confirming the applicable rate before Supplier is required to perform work outside the scope of this Agreement.
3. The terms of this Agreement shall not be supplemented or amended by Purchaser’s bid documents or a contract provided by Purchaser. This Agreement sets forth the entire agreement between the parties. If the Purchaser accepts the terms of this Agreement by issuing a purchase order, Supplier shall not be bound by any of the terms in the purchase order, and none of the terms in the purchase order shall have the effect of amending, modifying or nullifying any of the terms of this Agreement. In the event of a conflict between the terms of Purchaser’s purchase order and this Agreement, the terms of this Agreement shall govern the contractual relationship between Supplier and Purchaser.
4. Neither party shall be liable to the other party hereunder for special, indirect, consequential, exemplary or incidental damages.
5. Supplier will secure and maintain minimum insurance coverage to protect against claims for bodily injury or death, or for damage to property, which may arise out of the operations by the Supplier or by anyone employed by them. Certificates of Workers’ Compensation, Employer’s Liability, and Commercial General Liability, Commercial Automobile Liability, and Umbrella/Excess Liability will be furnished to the Purchaser upon request.
6. If Purchaser terminates or cancels this Agreement, Purchaser shall be liable for all costs incurred by Supplier through the date of Supplier’s receipt of Purchaser’s written notice of cancellation. Purchaser agrees to pay any cancellation fees within ten (10) days of the cancellation date.

**SECTION 3 – WARRANTY**

There are two components to Supplier’s warranty. Supplier warrants and guarantees it shall perform its labor in a skillful manner. Supplier also provides a limited warranty regarding the products manufactured by Supplier.

Supplier’s labor (workmanship) is guaranteed for a period of (1) year from the date the work is completed. The workmanship warranty excludes ordinary wear and tear, improper use, vandalism, abuse, misuse, neglect, or any other causes beyond Supplier’s control. **THIS EXPRESS LIMITED WARRANTY WITH RESPECT TO WORKMANSHIP IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE.**

The terms of Supplier’s limited warranty with respect to products manufactured by Supplier are set forth in the “Standard Warranty-Packages & Components” attached as **EXHIBIT A**.

**SECTION 4 – INDEMNIFICATION**

Supplier shall indemnify and hold Purchaser harmless from and against all claims, damages, losses and expenses arising out of or resulting from any negligent act or omission of Supplier, Supplier’s Contractors, or anyone directly or indirectly employed by Supplier or Supplier’s Contractors. Supplier shall not be obligated to indemnify or hold Purchaser harmless for any claims, damages, losses and expenses arising out of or caused in whole or in part by any act or omission of Purchaser, Purchaser’s other contractors and Contractors, or anyone directly or indirectly employed by or supervised by Purchaser or Purchaser’s other contractors or Contractors.

**SECTION 5 – RISK OF LOSS**

Risk of loss shall pass to Purchaser as soon as the materials and equipment are delivered to the jobsite. Purchaser shall pay all costs of insurance from the time that risk of loss passes to Purchaser.

**SECTION 6 – FORCE MAJEURE**

Supplier shall not be responsible for any delivery or failure to make delivery of all or any part of the goods purchased under this agreement due to federal, state, or municipal action, statute, ordinance, or regulation, strike or other labor trouble, acts of God or natural disasters, riot or other civil disturbance, inability to secure raw materials or supplies, or, without limiting the foregoing, by any other cause, contingency, or circumstance within or without the United States not subject to Supplier’s control which prevents or hinders the manufacture or delivery of the goods sold hereunder. The provisions of this paragraph shall not be limited by any provision in which time is made of the essence.

<b>CONTRACT ACCEPTANCE</b>	
<i>Purchaser:</i>	<i>Supplier:</i>
_____	_____
<i>Signature:</i>	<i>Signature:</i>
_____	_____
<i>Printed Name:</i>	<i>Printed Name:</i>
_____	_____
<i>Title:</i>	<i>Title:</i>
_____	_____
<i>Date Signed:</i>	<i>Date Signed:</i>
_____	_____

**DO YOU NEED TO ISSUE A PURCHASE ORDER?**

**P.O. #**

# EXHIBIT A

## STANDARD WARRANTY – PACKAGES & COMPONENTS

Schumacher Elevator Company warrants all manufactured products to be free of defects in material and workmanship under normal and intended use conditions for a period of 1 year from the date of shipment from our factory.

During the term of the warranty, Schumacher Elevator Company will replace any product manufactured by Schumacher Elevator Company which is confirmed to be defective in material and/or workmanship by inspection at our factory.

This warranty excludes ordinary wear and tear, improper installation, improper use, vandalism, abuse, misuse, neglect, or any other causes beyond the control of Schumacher Elevator Company.

This warranty is voided if products are improperly exposed to the elements. The warranty is also voided if the manufactured products are altered or modified in any manner, including modifications or alterations to the circuitry. This warranty is also voided if improper wiring methods are used during installation of the manufactured products.

**THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE.**

Schumacher Elevator Company will not be liable for any contingent or consequential costs such as the cost of installation of replacement or repaired products, travel expense, or any other expense incurred in connection with the replacement or repair.

Schumacher Elevator Company will not be liable for loss of profits, or any other indirect, consequential, or incidental damages.

Products not manufactured by Schumacher Elevator Company are not covered by this warranty. If Schumacher Elevator Company has purchased products from another manufacturer and resold such products to the Purchaser, the standard warranty provided by the third-party manufacturer, if any, will apply. The Purchaser is encouraged to refer to the description of warranty terms offered by third-party manufacturers in their respective O&M Manual.

This warranty replaces and supersedes any and all previous warranties offered by Schumacher Elevator Company.

## WARRANTY EXCHANGE – PACKAGES & COMPONENTS

To begin the warranty exchange process, the Purchaser should contact our inventory department to request troubleshooting assistance and to obtain a Return Material Authorization (RMA) number. If Schumacher Elevator Company determines that an exchange is necessary, the replacement product will be sent via the appropriate shipping method along with the RMA number.

The Purchaser will be responsible for the cost of shipping the product in question, freight prepaid, with the RMA number included, to our factory for evaluation within thirty (30) days of the RMA being issued.

If the product in question is not shipped to Schumacher Elevator within 30 days of Purchaser's receipt of the replacement product, the Purchaser will be invoiced the full purchase price of the replacement product. No credit will be offered if the product in question is not returned within 30 days.

Upon receipt of the product in question, Schumacher Elevator will perform a full evaluation to determine whether the product has any defects in material or workmanship not caused by exclusions to Schumacher Elevator Company's warranty. If the evaluation determines that there are no defects in material or workmanship or existing defects are the result of a warranty exclusion, the Purchaser will be invoiced the full purchase price of the replacement product.

When returning products to Schumacher Elevator Company, the Purchaser is encouraged to use a trackable shipping method. Schumacher Elevator Company is not responsible for products lost, stolen or damaged in the course of shipping the products to Schumacher Elevator Company.



**PROPOSAL**  
**HARDIN COUNTY OFFICE BUILDING**

<b>PROJECT ID: SCH000017-2051</b>		<b>DATE: 6/26/2020</b>	
<b>JOBSITE:</b>	<b>Hardin County Office Building 1215 Edgington Eldora, IA 50627</b>	<b>BILL:</b>	<b>Hardin County Board of Supervisors 1215 Edgington Eldora, IA 50627</b>

Attn: Angela Silvey

RE: A17.3 Code Required Elevator Upgrades – Original Compliance Date May 1, 2020

We propose to furnish labor and materials to complete the following required upgrades on your Montgomery Traction Passenger Elevator (State ID 1009):

- \* Install Pit Stop Switch [2.3.3]
- \* Install a platform guard (vertical face 21" min) [3.3.2]
- \* Install car top stop switch [3.10.4 (e)]
- \* Ensure car stop switch is either keyed or behind a locked cover [3.10.4 (t)]
- \* Install 2-way communication between car and outside hoistway. (elevators installed prior to 3/22/2002) [3.11.1 (a) (2)] NOTE: A working dedicated telephone line to the elevator controller in the elevator equipment room is to be supplied by the owner.

We propose to hereby furnish labor and material - complete in accordance with the specifications outlined in this document for the sum of:

**SIX THOUSAND THREE HUNDRED FORTY DOLLARS AND 0/100** **\$6,340.00**

**NOTICE: This proposal will be withdrawn by Schumacher Elevator Company if not accepted within 60 days. A binding contract agreement is required in order to commence work.**

If you have any questions, please contact me at (319) 406-1266 or email me at [ted.duffy@schumacherelevator.com](mailto:ted.duffy@schumacherelevator.com).

Thank you,

Ted Duffy  
Vice President Sales & Service

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### GENERAL WORK

- a. Provide all cutting of walls, floors or partitions, together with all repairs made necessary by such cutting or changes;
- b. Provide a staging and storage area close to the elevator hoistway;
- c. Provide for removal of all spoils and debris accumulated during excavation from the lowest landing of the premises as required;
- d. Both legal hoistway and machine room must be maintained at a temperature range 55°F - 85°F;
- e. Provide proper support and install inserts provided by Schumacher Elevator Company as shown on G-1 print of the approved drawings;
- f. Provide a legal machine room of adequate size, properly ventilated, lighted and heated per Elevator Code;
- g. Provide routing for hydraulic and electrical lines;
- h. Provide and install heat and smoke detectors as required;
- i. Complete all this work in such time as not to delay work of Schumacher Elevator Company;
- j. The price and installation schedule of Schumacher Elevator Company is based on these jobsite conditions existing at the beginning and during installation of the elevator equipment;
- k. Complete all work prior to state inspection, if reinspection is required, the cost will be shared by the parties involved.
- l. Provide a fire extinguisher in the machine room or in a location convenient to the machine space.
- m. In accordance with code, if sprinklers are installed in hoistway, machine room, control space or machine space, provide means to automatically disconnect the main line power supply of the affected elevator and any other power supplies used to move the elevator upon the application of water is required (**Not applicable in the state of Minnesota**);

### HOISTWAY & PIT WORK

- n. Provide a legal hoistway of proper size with adequate pit depth, overhead height and be constructed to withstand forces and loads resulting from the use of the elevator;
- o. Provide code compliant means to extract water from the pit;
- p. Provide a hoisting beam as required at top of hoistway for digging and hoisting;
- q. Provide all necessary sill supports;
- r. Fill in around jack hole in pit, build in around door frames and grout under sills, as required by elevator contractor;
- s. Provide all cutting of walls, floors or partitions, together with all repairs made necessary by such cutting or changes;
- t. Provide all painting including hoistway doors and frames furnished with prime finish;
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- v. Provide sump pump and sump pit in elevator hoistway floor;

### ELECTRICAL WORK

- w. Electrical disconnects, one for three phase and several single-phase power supplies, with properly sized wires, as require by the manufacturer;
- x. Provide standby power unit and means for starting it, that will deliver enough regulated power to the elevator disconnect switches to operate one or more elevators at a time at full-rated speed;
- y. Provide electrical power to machine room and connect to controller terminals, with an intervening fused disconnect properly located in machine room, including shunt trip breakers, if required;
- z. Provide a transfer switch for each feeder for switching from normal power to standby power and a contact on each transfer switch closed on normal power supply with two wires from this contact to one elevator controller;
- aa. Provide means for absorbing power regenerated by the elevator system when running with overhauling loads such as full load down;
- bb. Provide any required emergency power of adequate size to include switch gear and preconditioning signals, which may be required;
- cc. Provide without charge, adequate power for excavation and tools during construction, starting, testing, and adjusting of equipment;
- dd. Provide a separate 110-volt AC, 15-amp circuit fused disconnect terminated at controller;
- ee. Provide GFI outlet and guarded light and switch;
- ff. Provide means to guard and protect the hoistway during the time the elevator is being installed;
- gg. Hoistway lighting. If the controller for an elevator is being replaced, permanent lighting shall be installed in the hoistway of the elevator. Three-way switches to control the hoistway lighting shall be installed at the pit access door and the top landing access door. The lighting shall be sufficient to provide 10 foot- candles of light to the center of the elevator path measured when the car top lights are off. Engineering calculations that prove 10 foot- candles of light are provided to the center of the elevator path may be substituted for light meter measurements under circumstances such as a glass back car where use of a light meter is not practical.  
- Iowa Chapter 73.8 (8);

\*Fire control panel by others- per National Fire Alarm Code 6.15.3.2

**The owner agrees to indemnify and hold harmless Schumacher Elevator Company against all claims, damages, losses, expenses, fines, and penalties, including but not limited to attorneys' and/or consultants fees, arising out of or resulting from the failure of the owner to carry out any obligations of the owner outlined in the foregoing agreement.**



**SECTION 1 – PAYMENT TERMS**

<b>MILESTONE</b>	<b>DESCRIPTION</b>	<b>PERCENTAGE VALUE</b>	<b>TIMING</b>
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- Purchaser agrees to pay interest at the rate of 1.5% per month or 18% APR on all past due account balances.
- Purchaser agrees to pay all collection costs incurred to collect past due account balances. Collection costs include all reasonable attorney fees, collection agency fees, court costs, and litigation expenses.
- Purchaser agrees that should legal action become necessary to enforce collection of past due account balances, jurisdiction and venue shall be in the Iowa district court in Bremer County, Iowa.
- Any tax or other governmental charge imposed upon the sale of the goods shall be paid by Purchaser, and Purchaser’s failure to pay any applicable tax shall be a breach of this entire agreement.

**SECTION 2 – GENERAL TERMS & CONDITIONS**

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2. All work performed outside of the scope of this Agreement will be billed to Purchaser at a single worker rate of \$200 per man hour for regular time (6am to 5 pm) and \$375 per man hour for overtime (after 5pm and before 6am or over 8 hours per day or 40 hours in a workweek), plus any expenses. A team hour (a mechanic and an apprentice) will be billed at a rate of \$350 per hour for regular time and \$675 per hour for overtime, plus any expenses. Purchaser must enter into a change order describing the additional work and confirming the applicable rate before Supplier is required to perform work outside the scope of this Agreement.
3. The terms of this Agreement shall not be supplemented or amended by Purchaser’s bid documents or a contract provided by Purchaser. This Agreement sets forth the entire agreement between the parties. If the Purchaser accepts the terms of this Agreement by issuing a purchase order, Supplier shall not be bound by any of the terms in the purchase order, and none of the terms in the purchase order shall have the effect of amending, modifying or nullifying any of the terms of this Agreement. In the event of a conflict between the terms of Purchaser’s purchase order and this Agreement, the terms of this Agreement shall govern the contractual relationship between Supplier and Purchaser.
4. Neither party shall be liable to the other party hereunder for special, indirect, consequential, exemplary or incidental damages.
5. Supplier will secure and maintain minimum insurance coverage to protect against claims for bodily injury or death, or for damage to property, which may arise out of the operations by the Supplier or by anyone employed by them. Certificates of Workers’ Compensation, Employer’s Liability, and Commercial General Liability, Commercial Automobile Liability, and Umbrella/Excess Liability will be furnished to the Purchaser upon request.
6. If Purchaser terminates or cancels this Agreement, Purchaser shall be liable for all costs incurred by Supplier through the date of Supplier’s receipt of Purchaser’s written notice of cancellation. Purchaser agrees to pay any cancellation fees within ten (10) days of the cancellation date.

**SECTION 3 – WARRANTY**

There are two components to Supplier’s warranty. Supplier warrants and guarantees it shall perform its labor in a skillful manner. Supplier also provides a limited warranty regarding the products manufactured by Supplier.



Supplier’s labor (workmanship) is guaranteed for a period of (1) year from the date the work is completed. The workmanship warranty excludes ordinary wear and tear, improper use, vandalism, abuse, misuse, neglect, or any other causes beyond Supplier’s control. **THIS EXPRESS LIMITED WARRANTY WITH RESPECT TO WORKMANSHIP IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE.**

The terms of Supplier’s limited warranty with respect to products manufactured by Supplier are set forth in the “Standard Warranty-Packages & Components” attached as **EXHIBIT A**.

**SECTION 4 – INDEMNIFICATION**

Supplier shall indemnify and hold Purchaser harmless from and against all claims, damages, losses and expenses arising out of or resulting from any negligent act or omission of Supplier, Supplier’s Contractors, or anyone directly or indirectly employed by Supplier or Supplier’s Contractors. Supplier shall not be obligated to indemnify or hold Purchaser harmless for any claims, damages, losses and expenses arising out of or caused in whole or in part by any act or omission of Purchaser, Purchaser’s other contractors and Contractors, or anyone directly or indirectly employed by or supervised by Purchaser or Purchaser’s other contractors or Contractors.

**SECTION 5 – RISK OF LOSS**

Risk of loss shall pass to Purchaser as soon as the materials and equipment are delivered to the jobsite. Purchaser shall pay all costs of insurance from the time that risk of loss passes to Purchaser.

**SECTION 6 – FORCE MAJEURE**

Supplier shall not be responsible for any delivery or failure to make delivery of all or any part of the goods purchased under this agreement due to federal, state, or municipal action, statute, ordinance, or regulation, strike or other labor trouble, acts of God or natural disasters, riot or other civil disturbance, inability to secure raw materials or supplies, or, without limiting the foregoing, by any other cause, contingency, or circumstance within or without the United States not subject to Supplier’s control which prevents or hinders the manufacture or delivery of the goods sold hereunder. The provisions of this paragraph shall not be limited by any provision in which time is made of the essence.

<b>CONTRACT ACCEPTANCE</b>	
<i>Purchaser:</i>	<i>Supplier:</i>
_____	_____
<i>Signature:</i>	<i>Signature:</i>
_____	_____
<i>Printed Name:</i>	<i>Printed Name:</i>
_____	_____
<i>Title:</i>	<i>Title:</i>
_____	_____
<i>Date Signed:</i>	<i>Date Signed:</i>
_____	_____

**DO YOU NEED TO ISSUE A PURCHASE ORDER?**

**P.O. #**

# EXHIBIT A

## STANDARD WARRANTY – PACKAGES & COMPONENTS

Schumacher Elevator Company warrants all manufactured products to be free of defects in material and workmanship under normal and intended use conditions for a period of 1 year from the date of shipment from our factory.

During the term of the warranty, Schumacher Elevator Company will replace any product manufactured by Schumacher Elevator Company which is confirmed to be defective in material and/or workmanship by inspection at our factory.

This warranty excludes ordinary wear and tear, improper installation, improper use, vandalism, abuse, misuse, neglect, or any other causes beyond the control of Schumacher Elevator Company.

This warranty is voided if products are improperly exposed to the elements. The warranty is also voided if the manufactured products are altered or modified in any manner, including modifications or alterations to the circuitry. This warranty is also voided if improper wiring methods are used during installation of the manufactured products.

**THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A SPECIFIC PURPOSE.**

Schumacher Elevator Company will not be liable for any contingent or consequential costs such as the cost of installation of replacement or repaired products, travel expense, or any other expense incurred in connection with the replacement or repair.

Schumacher Elevator Company will not be liable for loss of profits, or any other indirect, consequential, or incidental damages.

Products not manufactured by Schumacher Elevator Company are not covered by this warranty. If Schumacher Elevator Company has purchased products from another manufacturer and resold such products to the Purchaser, the standard warranty provided by the third-party manufacturer, if any, will apply. The Purchaser is encouraged to refer to the description of warranty terms offered by third-party manufacturers in their respective O&M Manual.

This warranty replaces and supersedes any and all previous warranties offered by Schumacher Elevator Company.

## WARRANTY EXCHANGE – PACKAGES & COMPONENTS

To begin the warranty exchange process, the Purchaser should contact our inventory department to request troubleshooting assistance and to obtain a Return Material Authorization (RMA) number. If Schumacher Elevator Company determines that an exchange is necessary, the replacement product will be sent via the appropriate shipping method along with the RMA number.

The Purchaser will be responsible for the cost of shipping the product in question, freight prepaid, with the RMA number included, to our factory for evaluation within thirty (30) days of the RMA being issued.

If the product in question is not shipped to Schumacher Elevator within 30 days of Purchaser's receipt of the replacement product, the Purchaser will be invoiced the full purchase price of the replacement product. No credit will be offered if the product in question is not returned within 30 days.

Upon receipt of the product in question, Schumacher Elevator will perform a full evaluation to determine whether the product has any defects in material or workmanship not caused by exclusions to Schumacher Elevator Company's warranty. If the evaluation determines that there are no defects in material or workmanship or existing defects are the result of a warranty exclusion, the Purchaser will be invoiced the full purchase price of the replacement product.

When returning products to Schumacher Elevator Company, the Purchaser is encouraged to use a trackable shipping method. Schumacher Elevator Company is not responsible for products lost, stolen or damaged in the course of shipping the products to Schumacher Elevator Company.