

TORINDRIVE

NORTH AMERICA

A Brand of HYPERION

IMPORTANT LIMITED LIABILITY AND WARRANTY NOTICE - PLEASE READ: REVISED AND EFFECTIVE December 5, 2019

Express Limited Warranty - What is Covered:

Effective December 5, 2019, Torin Drive North America (NA) expressly warrants that the products it sells to you will be free from defects in material and workmanship for a period of 12 months from the date of delivery. This express limited warranty is in lieu of all other warranties or conditions, express or implied (statutory or otherwise), verbal or written.

Express Limited Warranty - What is Not Covered:

This express limited warranty does not cover defects, failures, or conditions in the products sold to you by Torin Drive NA that are due to normal wear and tear; abuse; misuse; misapplication; improper installation; improper modification/adjustment/repair; inadequate maintenance; failure to follow the product's use and safety instructions; or any other contributing factors unrelated to the product's material and workmanship.

All Implied Warranties Disclaimed to the Fullest Extent Allowed by Applicable Law:

Torin Drive NA's express limited warranty is in lieu of all other warranties or conditions, express or implied (statutory or otherwise), verbal or written. To the fullest extent allowed by applicable law, TDNA EXPLICITLY DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE IMPLIED WARRANTY OF MERCHANTABILITY

Torin Drive NA Disclaims All Consequential Damages Relating to Its Express Limited Warranty:

With the exception of the express limited warranty described above, to the fullest extent allowed by applicable law, Torin Drive NA disclaims, and shall not be liable for direct, indirect, proximate, incidental, economic, and/or consequential damages relating in any way to the installation, use, maintenance, and operation of the products it sells to you. Specifically, Torin Drive NA shall not be liable for property damage; loss of profits; labor costs; downtime; legal costs; or any other damages measurable in money that arise from or relate in any way to the installation, use, maintenance, and operation of the products it sells to you. This disclaimer and exclusion of consequential damages shall apply even if the express warranty fails of its essential purpose.

Torin Drive NA's liability shall be limited to the terms of this express limited warranty. Torin Drive NA's Limitation of Liability also applies to any pre-sale consulting with you (including any preliminary technical data consultations or reports); any post-sale consulting with you; and any effort by Torin Drive NA to repair the products it sells to you pursuant to this express limited warranty. With the exception of the express limited warranty described above, you assume all risks associated with the products that Torin Drive NA sells to you. The implied warranty disclaimer and the liability disclaimer above are made to the fullest extent allowed by applicable law. In the event that some provision(s) of the above implied warranty disclaimer and/or the liability disclaimer are not permitted under applicable law, then all other provisions shall remain in full force and effect to the fullest extent permitted under applicable law.

No Other Express or Implied Warranty Applies:

The express limited warranty described above is the sole and exclusive warranty, express or implied (statutory or otherwise), for the products that Torin Drive NA sells to you. No employee, agent, or representative of Torin Drive NA is authorized to alter, modify, expand, or reduce the terms of Torin Drive NA's express limited warranty or to make any other warranty on behalf of Torin Drive NA.

Express Limited Warranty - How to Redeem:

To obtain the benefit of Torin Drive NA's express limited warranty, please contact Warranty Claim Department by email support.us@standard-elevator.com, Torin Drive NA, 4949 E. Raines Rd, Suite 101, Memphis, TN 38118 as soon as possible after a defect in the product's material or workmanship has been discovered. Please note: you must contact Torin Drive NA concerning a product covered by this express limited warranty before you attempt any repair work. Any unauthorized disassembly, repair, or reassembling performed by you will void Torin Drive NA's responsibilities under this express limited warranty.

Express Limited Warranty - What Torin Drive NA Will Do:

Products that are covered by this express limited warranty will be repaired or replaced, at Torin Drive NA's option, during the warranty period. Torin Drive NA will provide the material for the repair or replacement of its products under this express limited warranty. However, Torin Drive NA shall not be liable for direct, indirect, proximate, incidental, economic, and/or consequential damages relating in any way to efforts by Torin Drive NA to repair or replace the products it sells to you pursuant to this express limited warranty. Specifically, Torin Drive NA shall not be liable for property damage; loss of profits; labor costs; downtime; legal costs; or any other damages measurable in money that arise from or relate in any way to Torin Drive NA's efforts to repair or replace the products it sells to you pursuant to this express limited warranty. If, after two (2) attempts at repair or replacement during the warranty period, the product defect in material or workmanship persists, then you may elect to receive a refund of your original purchase price for the product.