

LIMITED WARRANTY & GUARANTEE POLICY

1. INTRODUCTION

The Warranty and Guarantee Policy of HydraSafe® Brake outlines our commitment to providing quality products/services and the terms and conditions under which warranties and guarantees are offered to our customers. This Policy aims to build trust with our customers and clarify the terms of our warranty and guarantee programs.

2. PURPOSE

The purpose of this Policy is to:

- Define the warranty and guarantee coverage provided by HydraSafe® Brake.
- Specify the terms and conditions under which warranties and guarantees are applicable.
- Outline the procedures for customers to claim warranty or guarantee benefits.

3. DEFINITIONS

- **Warranty:** A written assurance that our products/services will be free from defects or perform as specified for a specified period.
- **Guarantee:** A promise that our products/services will meet certain specifications or performance criteria.

4. WARRANTY COVERAGE

HydraSafe® Brake offers a limited warranty as described below. In addition, warranty coverage may include repair, replacement, or refund options, depending on the nature of the product/service, and as may be specifically agreed to with a particular customer.

5. GUARANTEE COVERAGE

HydraSafe® Brake guarantees that its products/services will meet certain applicable code ASME A17.1.2.19 for Unintended/Ascending movement. Reference ASME 17.1.2.19 in our resources at: www.hydrasafebrakellc.com/resources

6. LIMITED WARRANTY

The Company warrants that (a) HydraSafe® Brake will perform substantially in accordance with the accompanying written materials for a period of 365 days from the date of purchase from HydraSafe® Brake whether directly purchased or through distribution and (b) that the medium on which the components are contained will be free from defects in materials and workmanship under normal use and service for a period of one (1) year. In the event applicable law imposes any implied warranties, the implied warranty period is limited to 365 days from the date of purchase from HydraSafe® Brake whether directly purchased or through distribution. Some jurisdictions do not allow such limitations on the duration of an implied warranty, so the above limitation may not apply to the Customer. **HydraSafe® Brake understands this product may not be installed at the same time of purchase so to start your Warranty after installation HydraSafe® Brake MUST be notified at info@hydrasafebrake.com to start your Warranty Coverage. Elevator location and elevator number must be included.**

7. CLAIM PROCEDURE

Customers who believe their product/service is covered by a warranty or guarantee and have experienced a defect or non-compliance should follow the provided claim procedure, which may include:

- Contacting HydraSafe® Brake customer support.
- Providing proof of purchase and warranty/guarantee details.
- Returning the product or service for inspection or repair.

8. LIMITATIONS AND EXCLUSIONS

HydraSafe® Brake may specify limitations and exclusions to warranty and guarantee coverage, including but not limited to:

- Damage caused by misuse, neglect, or any unauthorized repairs.
- Normal wear and tear.
- Products or services used outside specified conditions.
- Pump unit by Hawe will not be covered if repaired in the field.

9. NO LIABILITY FOR DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES FOR PERSONAL INJURY, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS PRODUCT, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE COMPANY'S AND ITS SUPPLIERS' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT

ACTUALLY PAID BY YOU FOR THE PRODUCT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

10. CUSTOMER RESPONSIBILITIES

Customers are responsible for understanding the terms and conditions of warranties and guarantees, including any limitations or exclusions. Customers should also retain proof of purchase for warranty or guarantee claims.

11. POLICY COMPLIANCE

Non-compliance with this Warranty and Guarantee Policy may result in corrective actions in accordance with HydraSafe® Brake's policies and procedures.

12. POLICY REVIEW

This Warranty and Guarantee Policy will be reviewed annually or more frequently if necessary. Updates or changes to the Policy will be communicated to all relevant personnel to ensure continued adherence to warranty and guarantee guidelines.

COMPANY

Authorized Signature

Print Name and Title

Date