

Limited Warranty Information

SmarTork Incorporated warrants the SmarTork Elevator Hoistway Door Reel Closer product, to be free from defects in material and workmanship under normal use and services for a period of two years. This warranty applies to original purchaser only. The warranty commences with the date of shipment. The warranty card must be returned to SmarTork Incorporated within 30 days from date of original purchase.

Warranty Limitations: The foregoing limited warranty is the sole and exclusive warranty provided by SmarTork Incorporated and is in lieu of all other warranties, written or oral, expressed or implied, arising by operation of law or otherwise, by any other party, including but not limited to, warranties of merchantability and fitness for a particular purpose, whether or not the purpose has been disclosed and whether or not the SmarTork reel closure has been specifically designed or manufactured for buyers use and purpose. This warranty does not extend to any losses or damage incurred as a result of any of the following: failure to comply with recommended installation or service by a non certified Elevator Technician, misuse, neglect, accident, abuse, users negligence, fire, flood, acts of God, ordinary wear and tear, and damage during shipment. The remedies provided under this Limited Warranty do not extend to minor mechanical adjustments.

Limitation of Liability: Under no circumstances shall SmarTork Incorporated or SmarTork Elevator Door Reel Closer product be liable for losses or damages arising from delay in performance, or users inability to use the reel closer regardless of the form of claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise) and in no event shall SmarTork Incorporated or SmarTork Elevator Door Reel Closer product's liability to buyer exceed price paid by buyer for product. Buyer agrees that in no event shall sellers liability to buyer extend to include; incidental consequential, special or punitive damages.

Claims: The sole and exclusive remedy for breach of Limited Warranty hereunder shall be limited to replacement of SmarTork product without charge. Claims for defects in material and workmanship under this Limited Warranty must be made within warranty period set forth above by written notification to SmarTork Incorporated. The written notice must include a description of defect complained of, along with a copy of the invoice or other proof of purchase and the serial number of the product. SmarTork Incorporated will, at their option replace the product at buyers premises without charge for materials.