

### Standard Safety Brush Warranty (USA - EN)

Draka EHC warrant every Safety Brush has been manufactured in accordance with the Specifications and is free from defects in workmanship and material. This Warranty shall remain in effect for a period of twelve (12) months from the date of receipt of the Safety Brush by the customer at the destination specified in the original purchase order.

This Warranty does not include or cover any product issues attributable in whole or in part to; accident, misuse, vandalism, environmental exposure, use of other-than-Draka EHC authorized cleaning products, neglect, improper installation/set-up, faulty maintenance, modifications to or repair of the Safety Brush by any person other than an Draka EHC employee or a person approved in writing by Draka EHC.

Wear and tear caused by usage is not covered by this Warranty.

Where Customer claims the Safety Brush is defective and either fails to perform in accordance with the Specifications or a defect in workmanship or material is evident, Customer shall notify Draka EHC as promptly as possible in writing outlining the nature of problem, provide photographs of the concern, and the order number information for identification and tracking purposes. If required for ISO purposes, Customer's Corrective Action request should also be included at this stage.

Within three (3) business days of receipt of the aforementioned details, Draka EHC will evaluate the scope of the claim and respond with instructions as to whether the concern will be investigated in the field or should be returned to Draka EHC for inspection.

If site investigation is required, Customer will make all reasonable efforts to accommodate Draka EHC's designated technician access to the site and cooperate fully with inspection procedures.

If product replacement is required, Customer shall execute and deliver a new purchase order for a replacement Safety Brush which will be subject to the same terms and conditions and Warranty dates of the original. At Draka EHC's request, Customer shall, at its expense, remove the Safety Brush and deliver it to Draka EHC's designated plant for inspection and analysis within 30 days after the initial Warranty claim was made to Draka EHC. Failure to return the product back to Draka EHC within 30 days may void the Warranty unless otherwise approved by Draka EHC. Draka EHC shall endeavor to complete its inspection and analysis of the returned Safety Brush within ten (10) business days of receipt, and as quickly as practical thereafter, shall advise Customer of its conclusions.

If Draka EHC determines the Safety Brush was defective and the Warranty is applicable, Draka EHC may at its expense: (i) make arrangements for field repair, (ii) complete factory repairs and return, or (iii) if replacement product has been supplied pursuant to a new purchase order, Draka EHC will provide a financial credit note to the Customer for the purchase price of the replacement product provided the replacement product invoice has been paid in full.

Draka EHC shall not be liable for any labor or other related costs associated with removal or re-installation of any replaced or repaired Safety Brush. Draka EHC will pay shipping and duty charges for a repaired or replaced product on the same terms as those set out in the original purchase order. If Customer selects a different mode of delivery or an alternate destination, Customer shall pay delivery costs in excess of those that would have been incurred if delivery were made in accordance with the provisions of the original purchase order.

Likewise, if Customer selects to replace the Safety Brush with a different product than specified in the original purchase order, Customer shall pay any and all relevant charges, if applicable.

If Draka EHC determines the Safety Brush is not defective and/or the Warranty does not apply, Customer shall pay: (i) associated costs of inspection and field repair, and/or (ii) the purchase price of the replacement Safety Brush(s) as well as all freight and duty costs.

Engagement of any third-party services in the causal determination process or in the negotiated settlement of any claim arising under this Warranty, must be mutually agreed, in advance, by Draka EHC and Customer.

Customer hereby waives all other warranties, guarantees, conditions, obligations or liabilities, express or implied, arising by law or otherwise (including any implied warranty of merchantability of fitness for a particular purpose, as well as any obligation of Draka EHC with respect to consequential damages) relating to the Safety Brush and any replacement Safety Brush and shall not be extended, altered or varied except by a written instruction signed by Draka EHC and Customer.

*NOTE - As used in this Warranty, the terms "Specifications" and "Safety Brush" are defined as:*

- a) "Specifications" defines those drawings and associated information for a Safety Brush agreed to by Draka EHC and Customer
- b) "Safety Brush" defines the safety brush or skirt guard to reduce the risk of side-step entrapment on escalators, moving-walks, and incline ramps.