

Schindler Secure - Extended Warranty Agreement

Schindler Elevator Corporation
1075 Florida Central Parkway, Ste. 2000
Longwood, FL 32750-6319
Phone: 407-331-0124
Fax: 407-834-9276

To: Nassau County Board of County
Commissioners
Fernandina Beach, FL 32034

Agent For:

This warranty is in lieu of all other warranties referred to or set forth in the Contract Documents for the NASSAU COUNTY COURTHOUSE project, located at 416 CENTRE ST, FERNANDINA BEACH, FL 32034 and this Agreement takes precedence over, and incorporates no additional or different terms from any contract documents associated with the project.

Schindler warrants that the equipment as furnished will comply with the contractual specification; sections; "warranty". If properly notified, Schindler will, at its expense, correct any defects and workmanship and materials occurring for five (5) years from August 18, 2003, which are due to ordinary wear and tear and not to improper use, care, or vandalism. Schindler's total cumulative liability under this warranty or anything done in connection therewith, including breach, shall not exceed the price of the part upon which such liability based. The warranty provided herein shall be void if inspection / repair is performed by someone other than Schindler Elevator Corporation, in a manner less than Schindler Elevator Corporation's standards. Schindler Elevator Corporation maintains high and rigid standards for its personnel in product knowledge and training requirements. In addition, Schindler will extend the routine inspection necessary to maintain this warranty in force through August 17, 2008. This warranty shall be extended for additional periods of five (5) years unless terminated by either party by written notice not less than thirty days prior to the above date or the termination date of any renewal period. This Agreement will be assigned to any successor in interest, should your interest be terminated prior to the above date, or prior to the expiration date of any subsequent renewal, upon notification to and acceptance by us of such assignment.

As part of its inspection requirements, Schindler will regularly examine, clean, lubricate, adjust and where conditions warrant, repair or replace broken or malfunctioning components, including: all labor and material to keep equipment running to original specifications by Schindler, the original equipment manufacturer.

EQUIPMENT DESCRIPTION:

One SCHINDLER 330A, hydraulic passenger elevator. 2,500 lb. capacity ; 4 stops (2 front - 2 rear)

WE WILL remotely monitor (if applicable) those functions of the Equipment described above which are remote monitoring capable. Our **Remote Monitoring System ("SRM")** will automatically notify us if any monitored component or function is operating outside established parameters. **WE WILL** then communicate with you to schedule appropriate service calls. Monitoring will be performed on a 24 hour, 7 day basis and will communicate toll free with our **CUSTOMER SERVICE NETWORK** using dedicated elevator telephone service. The operation and monitoring of SRM is contingent upon availability and maintenance of dedicated elevator telephone service. You have the responsibility to install, maintain and pay for such telephone service, and to notify us at any time of any interruption of such telephone service.

You will provide the proper wiring diagrams for the equipment covered. These diagrams will remain your property, and will be maintained by Schindler for use in troubleshooting and servicing the equipment.

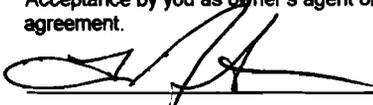
Schindler will use only competent technicians specially trained to service this equipment. Items beyond Schindler's control, such as vandalism and abuse of the equipment are not covered under Schindler's inspection responsibilities. Schindler will provide emergency warranty service and/or repair work on a twenty-four (24) hours a day, seven (7) days a week basis. Please note, however, that if work is authorized on weekends, holidays, or after regular working hours, Schindler will invoice the Owner at Schindler's standard billing rates, including travel time and expenses.

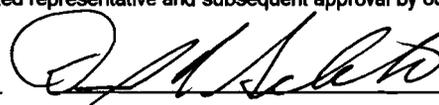
For emergency repairs, please notify Schindler at 1-800-225-3123. The following information will be required:
Building Identification Number, A brief description of the problem.

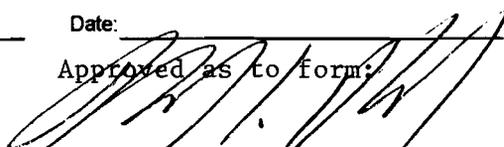
The price of this extended warranty agreement shall be \$160.00 (Dollars) per month, payable in quarterly installments of \$480.00, plus any applicable sales, use or other taxes. The price shall be adjusted annually on this agreement's anniversary month to reflect changes in Schindler costs for labor. If there is a delay in determining a new labor rate, we will notify you and adjust the price at the time of such determination, and we will retroactively bill or issue credit, as appropriate, for the period of such delay.

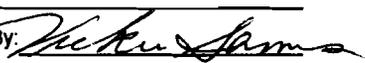
The Secure terms and conditions attached here to are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.


Proposed By: Tim Newton
Estimate Number: TNEN-5Q8GSX (2003.4)
Date: 8/8/2003


Approved By: Dave Sclater
For: Schindler Elevator Corporation

Date: _____
Approved as to form:

Michael S. Mullin
County Attorney

Accepted By: 
For: Nassau County Commissioners
Date: 9-10-03
Attest:

J.M. "Chip" Oxley, Jr.
Ex-Officio Clerk

Schindler

Secure Terms and Conditions

Excluded from Schindler's inspection responsibilities are the following:

Hoistway door hinges, panels, frames, gates and sills; cabs and cab flooring; cab doors, gates and removable cab panels; cab mirrors and handrails; power switches, fuses and feeders to controllers; light fixtures and lamps; cover plates for signal fixtures and operating stations; smoke detectors; cleaning of cab interiors and exposed sills; plungers, casings and cylinders; all piping and connections except that portion which is exposed in the machine room and hoistway; emergency power generators; intercom or music systems; air conditioners or heaters, fireman's phones and card readers. Exterior panels; skirt and deck panels; balustrades; relamping of illuminated balustrades; power switches, fuses and feeders to controllers; cleaning of exposed surfaces, escalator steps and electric walk pallets.

Other than title, there are no additional warranties or guarantees, expressed or implied, including but not limited to, warranties of merchantability or fitness for a particular purpose, which are expressly disclaimed.

The purchaser agrees to provide Schindler with full and free access to the equipment to render inspection/service thereon, to provide a safe work place for Schindler's employees, and to remove any hazardous materials in accordance with applicable laws and regulations.

Schindler has based its price on the assumption that, in performing the work required by this Agreement, it will not encounter conditions having an unusual or adverse effect on the equipment or the circumstances under which it must perform the work, it shall not be responsible for any adverse effects resulting from such conditions. If Schindler encounters such conditions, it may at its option, suspend the performance of inspection and its warranty obligations under the Agreement pending negotiation of additional charges as compensation for increases in its costs.

Possession or control of the equipment shall remain with the Purchaser, and the Purchaser shall retain its normal responsibility and liability as Owner, Possessor, or Custodian of the equipment. The Purchaser agrees to at all times carefully monitor the equipment and its use and, in the event of the malfunction, operation problem, or dangerous condition, to immediately remove the unit from service, erect barriers and post warnings to prevent use of the equipment, and promptly notify Schindler using the Schindler Customer Service Network.

Schindler hereby disclaims responsibility for accidents, injuries or malfunctions related to misuse of the equipment or vandalism, or for equipment failures not detectable upon normal examination or otherwise not found to be the result of Schindler's specific negligent act or omission.

Schindler will not be responsible for a loss, damage, detention, or delay caused by strikes, lockouts, labor troubles, or disputes, fire, explosion, theft, earthquake, severe or unusual weather conditions, shortage of material or workers, malicious mischief, war, governmental orders, acts of God, or by any other cause beyond its control. Schindler will in no event be liable for special, indirect, incidental or consequential damages.

If either party shall default in the performance of any of its obligations, the non-defaulting party may send written notice reasonably describing the default. If the defaulting party, within a reasonable time (not to exceed (10) days), does not commence to take reasonable steps to cure the default, or if having commenced, fails to carry the cure to reasonable and timely completion, the non-defaulting party, by a further ten (10) days written notice, may terminate this Agreement.

Any proprietary material, information, data or devices contained in the Equipment, or any component or feature thereof, remains our property. This includes, but is not limited to, any tools, devices, manuals, software (which is subject to a limited license for use in this building/premises/ equipment only), modems, source/ access/ object codes, passwords and the Schindler Remote Monitoring feature ("SRM") (if applicable) which we will deactivate and remove if the Agreement is terminated.

You will prevent access to the Equipment, including the SRM feature and/or dedicated telephone line if applicable, by anyone other than us. We will not be responsible for any claims, losses, demands, lawsuits, judgment, verdicts, awards or settlements ("claims") arising from the use or misuse of SRM, if it or any portion of it has been modified, tampered with, misused or abused. We will not be responsible for use, misuse, or misinterpretation of the reports, calls, signals, alarms or other such SRM output, nor for claims arising from acts or omissions of others in connection with SRM or from interruptions of telephone service to SRM regardless of cause. You agree that you will defend, indemnify and hold us harmless from and against any such claims, and from any and all claims arising out of or in connection with this Agreement, and/or the Equipment, unless caused directly and solely by our established fault.

NON APPROPRIATION CLAUSE:

Appropriations necessary for the funding of this Agreement shall be adopted annually by the Board of County Commissioners during the regular budget process. Non-appropriation by the Board of County Commissioners will cause this Agreement to terminate.