

Elevation Innovation Inc.

Revised 2/15/06

Dumbwaiter Kit Systems

Terms, conditions, and limitations of

Elevation Innovation Inc.
is here in after referred to as
"Seller".

Warranties 1. Seller expressly warrants all components by or for seller or under sellers control and direction to be free of defects in material and workmanship subject to the following terms, conditions and limitations: (a) The component must be used under normal conditions and service; (b) The warranty is for a term of (2) two years on residential and (1) year on commercial from date of shipment by seller unless stated otherwise by seller in a formal quotation or catalog; (c)The sellers only liability for breach of this expressed warranty is, at sellers cost to repair or replace such defective components, F.O.B. jobsite, warehouse, or as specified in seller's last confirming order for such defective component. All replacement components will be shipped UPS ground. All costs related to speedier shipping will be the responsibility of the purchaser. (d) Seller's opinion after inspection of such component, shall be final and binding as to weather such component was in fact defective.

2. Seller expressly warrants that the goods sold conform to the description in the catalog, website or any other printed material generated by seller on the specific product. Seller's liability for breach of this warranty shall be to repair, replace or correct such non-conforming goods at its cost F.O.B. jobsite, warehouse, or as specified in seller's last confirming order for such defective component. Seller's opinion after inspection of such component, shall be final and binding as to weather such goods conform to their description.

Exclusion of all other Warranties: Seller makes no other expressed or implied warranties other than those heretofore stated. Seller makes no other expressed or implied warranties of merchantability or fitness for intended use. No other or further implied warranties shall be created by course of dealing between the parties or by customs in the trade.

Damages: 1. Buyer's or Consignee's acceptance, after inspection, of the goods from the carrier shall constitute a waiver of claim for damages against seller for delay or damages to goods in transit. Buyer Shall in such circumstances be limited solely to an action against carriers or third parties other than seller.

2. If buyer elects to delay shipment of goods later than the original ship date requested, buyer agrees to pay reasonable storage charges in the event of such delayed shipping. Buyer agrees to pay any additional sales, excise or ad valorem tax's charged to seller because of such delayed shipping.

3. Seller will use its best effort to ship goods ordered by buyer on agreed ship dates. Seller shall not be liable to buyer for damages for late shipment nor shall the validity of a sales agreement be affected by acts of God, fire, war, civil commotions, strikes shortage of labor or material, casualties, or any other conditions beyond the control of the seller.

4. Because of the low price of goods sold to buyer by seller, buyer waives and agrees that, in the event of a breach of sales agreement by seller, seller shall not be responsible to buyer or any third parties for any incidental or consequential damages suffered by buyer or third parties other than the sole remedy of returning the goods to seller for a refund of the price. In the event of claim by third parties for consequential or incidental damages, buyer agrees to indemnify and hold harmless the seller from such claims and damages.

Confirmation order controlling: Acceptance of the terms, conditions and limitations of sale, and proposed delivery dates between buyer and seller shall be controlled by quotation or by confirming order wich shall govern in the event of any conflicting terms, conditions and limitations of sale, and proposed delivery dates contained in any prior writing unless the buyer notifies seller to the contrary, in writing, within (5) five days after buyers receipt of such confirming order. The terms of such quotation or confirming order can only be varied by an authorized officer of seller.

Controlled by the laws of the state of California: the laws of the state of California shall determine any dispute involving the interpretation of this agreement. The prevailing party of any law suite based on this document will be solely liable for all legal fee's for all parties involved.

Accepted by: _____ Date _____
Print name _____ Company _____
Title _____