

Standard Handrail Products Warranty (EMEA - EN)

Draka EHC warrant every Handrail 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 one (1) year after installation/startup of the Handrail by the customer at the destination specified in the original purchase order.

Where new Handrail is provided as a replacement, or is repaired during the Warranty period, the replaced/repared handrail shall be warranted for the longer of 6 months from installation date or balance of the original Warranty period.

This Warranty does not include or cover any Handrail 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, or any damage or defect attributable to on-site splicing, modifications to or repair of the Handrail 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.

Draka EHC Handrails have been specifically designed to be installed and used only on escalators and moving walkways as those units were originally manufactured and sold by the Original Equipment Manufacturer (OEM). This Warranty will not cover any Draka EHC Handrail that has been installed or used on any escalator or moving walkway unit that has been altered from the OEM specification or design (including but not limited to any alteration/modification to the handrail driving mechanism, drive path or any other modification to the OEM unit).

Where Customer claims a Handrail 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, photographs of the concern, and the Handrail brand information for identification and tracking purposes. 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 Handrail 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 Handrail and unit inspection procedures.

If Handrail replacement is required, Customer shall execute and deliver a new purchase order for a replacement Handrail which will be subject to the same terms and conditions and Warranty dates of the original Handrail. At Draka EHC's request, Customer shall, at its expense, remove the Handrail 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 Handrail 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 Handrail within ten (10) business days of receipt, and as quickly as practical thereafter, shall advise Customer of its conclusions.

If Draka EHC determines a Handrail 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 Handrail 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 Handrail provided the replacement Handrail invoice has been paid in full. The practice of offsetting pending claims amounts against current payables to Draka EHC entities is not permitted and will attract interest and administrative charges if so employed.

Draka EHC shall not be liable for any labor or other related costs associated with removal or re-installation of any replaced or repaired Handrail. Draka EHC will pay shipping and duty charges for a repaired or replaced Handrail 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 handrail 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 a Handrail 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 handrail 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.

By this warranty, Draka EHC expressly does not guarantee the quality or durability of the product, in addition to statutory warranty rights. Draka EHC's liability in case of intent or gross shall be governed by the provisions of applicable law; the same applies in case of breach of fundamental contract obligations. To the extent the breach of contract is unintentionally the liability of Draka EHC for damages shall be limited to the typically predictable damage. Liability for culpable damage to life, body or health as well as liability under the Product Liability Act shall remain unaffected. Any liability not expressly provided for above shall be disclaimed.

NOTE - As used in this Warranty, the terms "Specifications" and "Handrail" are defined as: a) "Specifications" defines those drawings and associated information for a Handrail agreed to by Draka EHC and Customer b) "Handrail" defines the handrail for escalators, moving-walks, and inclined ramps, manufactured by Draka EHC and referred to in the original purchase order accepted by Draka EHC.