

# KONE Care™ Passenger Safety

RISK MITIGATION SOLUTIONS



May 31, 2023

David Ford  
DeKalb County Government  
1300 Commerce Drive  
Decatur, GA 30030

**KONE**

Atlanta  
1800 Sandy Plains Pkwy, Ste. 200  
Marietta, GA 30066  
Phone: 7709011320  
Fax: 7704244570  
emma.jahn@kone.com

Re: DeKalb County Door Lock Monitoring Safety Upgrade

Dear David Ford:

As your elevator service provider, we would like you to know that safety is a top priority. We strive to provide safe vertical transportation for our customers, your passengers, and a safe working environment for our technicians. Because of this, we want to inform you of an important safety issue.

The Office of Commissioner of Insurance, Safety Fire commissioner and Industrial Loan Commissioner Bureau has adopted ASME Elevator Safety Code A17.3 Section 3.10.12, Safety Code for Existing Elevators and Escalators. This new Safety Code includes Section 3.10 Operating Devices and Control Equipment, Requirement 3.10.12 System to Monitor and Prevent Automatic Operation of the Elevator with Faulty Door Contact Circuits. All conveyances licensed by the State of Georgia Rules and Regulations for Elevators and Escalators must be in compliance of the above Code by January 1, 2025.

This code requires the use of elevator door lock monitoring devices. A door lock monitoring device is a safety system for all passenger and freight elevators that utilize power operation doors. The system is designed to prevent the elevator from leaving the landing with the doors in the open position and monitors for door lock circuit integrity in the event of a wiring short.

The Office of Commissioner of Insurance, Safety Fire commissioner and Industrial Loan Commissioner Bureau is retroactively requiring these devices to be installed on all elevators. KONE has identified your elevator equipment as lacking door lock monitoring devices.

We have reviewed your equipment and have created the attached proposal detailing the necessary hardware / software to complete this important safety upgrade to your existing elevator system. We encourage you to move forward with this important code change requirement, so you can proactively address this important safety issue, before potential cost increases, backlog, and/or compliance issues occur. Elevator owners that are not compliant could potentially receive fines and/or have their equipment locked-out of service.

KONE is committed to partnering with you to provide ongoing safe operation of your vertical transportation equipment. If you need additional clarification, we will gladly assist you. We look forward to hearing from you.

Very Truly Yours,

Emma Jahn  
Account Manager  
KONE Inc.

cc: KONE Risk Management

May 31, 2023

Dekalb County Government  
1300 Commerce Drive  
Decatur, GA 30030

ATTN: David Ford

Re: Dekalb County Door Lock Monitoring Safety Upgrade

**KONE**

Atlanta  
1800 Sandy Plains Pkwy, Ste. 200  
Marietta, GA 30066  
Phone: 7709011320  
Fax: 7704244570  
emma.jahn@kone.com

Description of Work


We propose to furnish and install the labor, materials, tools and supervisions to perform the following work on the elevators listed below, located within Dekalb County Government that are required to install the door lock monitoring safety upgrade.

KONE will furnish and install elevator door lock monitoring device(s), per ASME A17.3-2020 Safety Code for Existing Elevators and Escalator. The device monitors the car door position (open / close) and door circuits, preventing the elevator from leaving the landing while the doors are in the open position.

We will provide the necessary hardware / software logic that will perform the following functions:

- Monitors for shorts across door lock and car gate switch circuits
- Detects door position
- Prevents the car from running once a fault is detected
- Detects failure modes of the Door Lock Monitor (i.e. failed input relays and signals)

## Door Lock Monitoring



**Benefits:**

- Adapts the Existing Elevator to the Minimum Code Requirement
- Increases Safety of Passenger
- Reduces Liability

Door Lock Monitoring must be working on all elevators in Georgia as part of Georgia's Rule adoption 120-3-25-.15 Existing Installation and Repair 3.10.12 Code

If the existing travel cable has insufficient spare wires, a separate proposal will be provided to install an additional traveling cable, to allow for the installation of the elevator door lock monitoring device.

In the event undocumented software changes, undocumented wiring changes, or unanticipated compatibility issues are discovered on any of the equipment covered by this proposal, KONE will stop work and provide Purchaser with a cost proposal for the additional work required to

complete the scope of the work outlined above. Following receipt of an executed copy of the additional work proposed, KONE will proceed with and complete the scope of work outlined above in this proposal.

Price Breakdown:

Location	Equipment I.D	Price
Brookhaven Library	Passenger Elevator	\$17,700.00
Fire Rescue HQ	Service Elevator	\$20,500.00
Judicial Tower	#3 Inmate Pass Elev	\$17,700.00
Judicial Tower	#4 Inmate Pass Elev	\$17,700.00
Judicial Tower	#4 Judges Pass Elev	\$17,700.00
Police HQ	#3 Service Elev	\$20,500.00
Public Safety Building	#3 Rear Pass Elev	\$16,000.00
Public Safety Building	#4 Rear Pass Elev	\$16,000.00

Location	Equipment I.D	Price
Richardson Health Center	#1 Pass Elev	\$16,000.00
Richardson Health Center	#2 Pass Elev	\$16,000.00
Snapfinger WTP	Passenger Elevator	\$20,500.00
State Traffic Court	Passenger Elevator	\$17,700.00
Tucker Police Precinct	Passenger Elevator	\$17,700.00
Vinson Health Center	Passenger Elevator	\$20,500.00
West Dekalb Mental Health Center	Passenger Elevator	\$16,000.00

Our total price to perform the above-mentioned work amounts to: \$268,200.00 (two hundred sixty-eight thousand and two hundred dollars) plus applicable taxes.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal.

**THE CUSTOMER UNDERSTANDS THAT THIS IS A FIXED PRICE PROPOSAL. SUPPORTING DOCUMENTATION FOR MATERIALS AND/OR LABOR SHALL NOT BE A CONDITION PRECEDENT IN ORDER FOR PAYMENT IN FULL TO BE MADE TO KONE.**

*The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic.*

Down Payment

The above quoted price is based on a \$142,500.00 down payment, due before the order will be processed. No material will be ordered and work shall not commence until applicable down payment is received. Once the proposal is signed and loaded into our system a down payment invoice will be issued.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of Dekalb County Government

Respectfully submitted by,  
KONE Inc.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Emma Jahn, Account Manager

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Approved by) Authorized Representative

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit invoices for the value of material delivered and/or labor performed, less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

Any asbestos removal necessitated by work described in this Proposal will be the Purchaser's responsibility. Purchaser shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request. Purchaser is responsible for all costs of oil disposal should it be determined that oil from Purchaser's equipment is contaminated.

KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment. Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract. Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.

# KONE Care™ Passenger Safety

RISK MITIGATION SOLUTIONS



August 10, 2023

David Ford  
DeKalb County Government  
1300 Commerce Drive  
Decatur, GA 30030

Re: 325 Swanton Way Door  
Lock Monitoring

**KONE**

Atlanta  
1800 Sandy Plains Pkwy, Ste. 200  
Marietta, GA 30066  
Phone: 7709011320  
Fax: 7704244570  
emma.jahn@kone.com

Dear David Ford:

As your elevator service provider, we would like you to know that safety is a top priority. We strive to provide safe vertical transportation for our customers, your passengers, and a safe working environment for our technicians. Because of this, we want to inform you of an important safety issue.

The Office of Commissioner of Insurance, Safety Fire commissioner and Industrial Loan Commissioner Bureau has adopted ASME Elevator Safety Code A17.3 Section 3.10.12, Safety Code for Existing Elevators and Escalators. This new Safety Code includes Section 3.10 Operating Devices and Control Equipment, Requirement 3.10.12 System to Monitor and Prevent Automatic Operation of the Elevator with Faulty Door Contact Circuits. All conveyances licensed by the State of Georgia Rules and Regulations for Elevators and Escalators must be in compliance of the above Code by January 1, 2025.

This code requires the use of elevator door lock monitoring devices. A door lock monitoring device is a safety system for all passenger and freight elevators that utilize power operation doors. The system is designed to prevent the elevator from leaving the landing with the doors in the open position and monitors for door lock circuit integrity in the event of a wiring short.

The Office of Commissioner of Insurance, Safety Fire commissioner and Industrial Loan Commissioner Bureau is retroactively requiring these devices to be installed on all elevators. KONE has identified your elevator equipment as lacking door lock monitoring devices.

We have reviewed your equipment and have created the attached proposal detailing the necessary hardware / software to complete this important safety upgrade to your existing elevator system. We encourage you to move forward with this important code change requirement, so you can proactively address this important safety issue, before potential cost increases, backlog, and/or compliance issues occur. Elevator owners that are not compliant could potentially receive fines and/or have their equipment locked-out of service.

KONE is committed to partnering with you to provide ongoing safe operation of your vertical transportation equipment. If you need additional clarification, we will gladly assist you. We look forward to hearing from you.

Very Truly Yours,

Emma Jahn  
Account Manager  
KONE Inc.

cc: KONE Risk Management

August 10, 2023

Dekalb County Government  
1300 Commerce Drive  
Decatur, GA 30030

ATTN: David Ford

**KONE**  
Atlanta  
1800 Sandy Plains Pkwy, Ste. 200  
Marietta, GA 30066  
Phone: 7709011320  
Fax: 7704244570  
emma.jahn@kone.com

Re: 325 Swanton Way Door  
Lock Monitoring

Description of Work


We propose to furnish and install the labor, materials, tools and supervisions to perform the following work on the Otis Passenger Elevator located at 325 Swanton Way Decatur, GA 30030.

KONE will furnish and install elevator door lock monitoring device(s, per ASME A17.3-2020 Safety Code for Existing Elevators and Escalator. The device monitors the car door position (open / close and door circuits, preventing the elevator from leaving the landing while the doors are in the open position.

We will provide the necessary hardware / software logic that will perform the following functions:

- Monitors for shorts across door lock and car gate switch circuits
- Detects door position
- Prevents the car from running once a fault is detected
- Detects failure modes of the Door Lock Monitor (i.e. failed input relays and signals)

## Door Lock Monitoring



**Benefits:**

- Adapts the Existing Elevator to the Minimum Code Requirement
- Increases Safety of Passenger
- Reduces Liability

Door Lock Monitoring must be working on all elevators in Georgia part of Georgia’s Rule adoption 120-3-25-.15 Existing Installation c 3.10.12 Code

If the existing travel cable has insufficient spare wires, a separate proposal will be provided to install an additional traveling cable, to allow for the installation of the elevator door lock monitoring device.

In the event undocumented software changes, undocumented wiring changes, or unanticipated compatibility issues are discovered on any of the equipment covered by this proposal, KONE will stop work and provide Purchaser with a cost proposal for the additional work required to

complete the scope of the work outlined above. Following receipt of an executed copy of the additional work proposed, KONE will proceed with and complete the scope of work outlined above in this proposal.

Price

Our total price to perform the above-mentioned work amounts to: \$17,700.00 (*seventeen thousand and seven hundred dollars*) plus applicable taxes.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions for tendered repairs and, by signing below, Purchaser hereby agrees to these Terms and Conditions. Price is valid for 30 days from the date of this proposal.

**THE CUSTOMER UNDERSTANDS THAT THIS IS A FIXED PRICE PROPOSAL. SUPPORTING DOCUMENTATION FOR MATERIALS AND/ OR LABOR SHALL NOT BE A CONDITION PRECEDENT IN ORDER FOR PAYMENT IN FULL TO BE MADE TO KONE.**

*The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic.*

Down Payment

The above quoted price is based on a \$8,850.00 down payment, due before the order will be processed. No material will be ordered and work shall not commence until applicable down payment is received. Once the proposal is signed and loaded into our system a down payment invoice will be issued.

ACCEPTANCE: The foregoing Agreement is hereby signed and accepted in duplicate on behalf of Dekalb County Government

Respectfully submitted by,  
KONE Inc.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Emma Jahn, Account Manager

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Approved by) Authorized Representative

\_\_\_\_\_  
(Print Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit invoices for the value of material delivered and/or labor performed, less the down payment paid at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Final payment shall become due and payable upon completion of the work described in this Agreement. KONE imposes a surcharge for payment made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the customer at the payment portal. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

A party is not liable for failure to perform its obligations under the Agreement if such failure results from Acts of God, fire, flood, unusual delay in deliveries, unavoidable casualties, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, or lockout, concealed conditions, shortage or unavailability of materials, supplies, labor, equipment or systems, interruption or failure of electricity or telephone service or any other causes beyond the party's control. The non-performing party must promptly notify the other party in writing of the force majeure event and resume performance immediately upon cessation of the event.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

Any asbestos removal necessitated by work described in this Proposal will be the Purchaser's responsibility. Purchaser shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request. Purchaser is responsible for all costs of oil disposal should it be determined that oil from Purchaser's equipment is contaminated.

KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment. Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract. Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.