

MAGNETEK, INC.

ELEVATOR BUSINESS

RIDER TO GENERAL TERMS AND CONDITIONS OF SALE

Effective December 1, 2008

1. **SCOPE.** This Rider supplements the Magnetek General Terms and Conditions of Sale published on Magnetek, Inc.'s website at www.elevatordrives.com (the "Magnetek General Terms"), and contains additional terms specific to the purchase and sale of products offered and sold by Magnetek's Elevator Business. Any terms and conditions contained in this Rider, which are contrary to or different from the Magnetek General Terms, shall govern. Capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Magnetek General Terms.

2. **LIMITED WARRANTY PERIODS.** The warranty period for new Elevator Business Products begins on the date of shipment and is in effect for the time period below:

PRODUCT	WARRANTY TIME PERIOD
<i>HPV-900 AC Drives</i>	1 Year
<i>HPV-600 AC Drives</i>	1 Year
Air Conditioners and "Regen" Units as Part of a Control Panel or Stand Alone	1 Year
DSD 412 DC Drives	1 Year
Quattro DC Drives	1 Year
Transformers	1 Year
Ripple Filters	1 Year
Parts	1 Year

Experimental and prototype products are excluded from and not covered by any warranty.

Unless otherwise specified in writing by Seller, the warranty period for repairs and other service work performed by Magnetek, Inc. to customer pre-owned Elevator Business Products shall be for ninety (90) days after delivery of the repaired/serviced product to Buyer.

All Elevator Business Products are subject to the limited warranty provided in the Magnetek General Terms (published on Magnetek, Inc.'s website at www.elevatordrives.com).

3. **MINIMUM ORDER VALUE.** All purchase orders for Elevator Business Products must have a total purchase price of at least \$100.00.

4. **SEVERABILITY.** The invalidity, in whole or in part, of any provision of this Rider shall not affect the validity or enforceability of any other provision herein.

5. **HEADINGS.** The headings in this Rider are included for convenience only and shall neither affect the construction or interpretation of any provision in this Rider nor affect any of the rights or obligations of the parties to any sales contract of which this Rider is made a part.

6. **AMBIGUITIES.** Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting any sales contract of which this Rider is made a part.