



Universal Elevator®

Specializing in Custom Elevators

<http://www.universalelevator.com/>

<http://www.mrlelevators.com>

452 Yacht Club Dr. P.O.Box 848 Rockwall, Texas 75087 USA

Toll Free.1-800-547-0747 1-972-722-8001 Fax 1-877-810-7806

Email: Sales@universalelevator.com



The Super Independent

Why you should specify non-proprietary products.

All of Universal Elevator's Equipment is Non-Proprietary

Most knowledgeable design professionals and elevator buyers today specify *non-proprietary**, easy-to-service equipment instead of the highly specialized, proprietary designs provided by the [Some elevator manufacturers](#). This is especially true when long-term cost of ownership considerations are factored in.

The reason? It's simple.

- Non-proprietary products are easier and less expensive to service.
- They don't become obsolete as fast.
- Technical information and support are readily available to *all* companies.
- They can be serviced by most any good quality firm- you have freedom of choice.
- It's a straightforward, honest transaction without any [games or "gotchas"](#).

These benefits make good business sense for the building owner and manager. Don't get trapped into having to deal only with the other because you bought something only they can service.

You can buy with confidence from Universal Elevator knowing we provide the highest-quality, non-proprietary products. The philosophy at Universal Elevator is that you should do business with us because you want to-- *not because you have to*.

[See page two for sample language to insert in your project specifications and/or contract to protect yourself from the pitfalls of proprietary products.](#)

The game as it can be played by some Elevator companies goes like this:

1. You solicit and receive bids. The bids from the Some companies are usually the lowest and may be surprisingly close in price with each other, with the Independent companies usually somewhat higher. You don't realize it, but you may have received pricing that is at or below the installation cost of the others.
2. You award the contract to one of the lowest priced Company thinking they should have a good reputation since they are such a large substantial company (and they have beautiful brochures so they must be great, right?). They install the elevator.
3. Towards the end of the job, you are presented with a 5-year maintenance contract from the Major. You then solicit maintenance bids from other contractors and... **gotcha!**
4. You learn (too late) that you have bought a highly proprietary* elevator that only the They that installed it can service completely- possibly at a price higher than if you had chosen non-proprietary. You have limited choices at this point:
Choice A: Sign with the Other and pay whatever they want.
Choice B: Go with a maintenance contract offering less coverage with a 3rd party contractor.
Choice C: Do not purchase any maintenance and take your chances. (*not recommended*)
Choice D: Have a 3rd party contractor replace all the proprietary equipment with non-proprietary so you can obtain service at a competitive price from your choice of provider.

Cavet Emptor (Let the Buyer Beware)

Ouch...



Sample contract language to specify non-proprietary products.

Here is sample language to insert in your project specifications and/or contract to protect yourself from the pitfalls of proprietary products. Feel free to modify it to suit your situation and substitute your own section numbers for those shown:

1.00 Non-Proprietary Equipment

1.00.1 Equipment and component parts installed, supplied or provided under this contract shall be manufacturer's non-proprietary equipment or shall be manufactured and distributed by a third-party, non-installer company regularly engaged in serving the elevator industry.

1.00.2 Equipment and component systems shall not employ any proprietary designs that could hamper and/or otherwise prohibit subsequent maintenance, repairs or adjustments by all qualified contractors.

1.00.3 Manufacturer's of apparatus shall provide parts replacement on open market to all maintenance providers for equipment and component systems for as long as said parts are available to ensure apparatus or systems remain maintainable regardless of who may be selected for future service. Prior to final acceptance complete parts manuals for all major and minor component parts shall be provided.

1.00.4 Prior to final acceptance a complete set of as-built, "adjustor-level" wiring diagrams shall be provided to the Owner along with any nomenclature documents.

1.00.5 Manufacturer shall, if not maintaining the equipment, promptly notify Owner of any safety bulletins affecting said microprocessor-based control systems of which Owner or Owner's agent should take action.

1.00.6 Prior to final acceptance, Owner or Owner's representative reserve the right to accept or reject materials submitted in compliance of these paragraphs. Contractor shall have thirty (30) days to resubmit for approval, replacements for any items rejected.

1.01 Diagnostic Tools

1.01.1 Prior to final acceptance of the completed elevator system, the Contractor shall deliver to the Owner any specialized tool(s) that may be required to perform diagnostic evaluations, adjustments and/or programmable software changes on any unit of microprocessor-based elevator control equipment installed by the Contractor. Any such tools shall become the property of the Owner.

1.01.2 If any diagnostic tools provided to the Owner require periodic re-calibration and/or re-initialization, the Contractor shall perform such tasks on a timely basis at no additional charge to the Owner for as long as the elevator control system is in operation, regardless of who is maintaining the system. If the tools cannot be re-calibrated on site, provide "loaner" tools at no charge to ensure that the system always remains servicable.

1.01.3 Contractor shall deliver to the Owner, printed or on-line "adjuster-level" help instructions for the proper use of any tool that may be necessary to perform diagnostic evaluations, adjustments and/or programmable software changes on any unit of microprocessor-based elevator control equipment installed by the Contractor. Accompanying these instructions shall be any and all access codes, passwords, nomenclature or other proprietary information that is necessary to interface the tool with the microprocessor control equipment.