

## TERMS AND CONDITIONS OF SALE

The terms and conditions contained herein shall govern the sale of all products located in the price catalog and/or offered for sale by dormakaba USA Inc. ("dormakaba USA"), except for those products as set forth under separate Value Added Reseller Agreements. The acceptance of any order is expressly made conditional upon your assent to these Terms and Conditions of Sale.

**PRICES:** dormakaba USA reserves the right, in its sole discretion, to change or amend its price list (including, but not limited to, adding or removing Products from the price list), and standard terms and conditions of sale as contained in its catalogs, price list or published sales policies, without incurring any liability whatsoever to its Customer or others. All orders will be filled at the List Price in effect at the time of order placement. All prices are subject to change without notice and are not guaranteed.

**TAXES:** List prices do not include federal, state or local taxes.

**ORDERS:** No order for Products shall be deemed to have been accepted by dormakaba USA until written notice of its acceptance is received by the Customer from dormakaba USA via an order acknowledgement. dormakaba USA reserves the right, in its sole discretion, to decline to accept any order. Purchase Orders will bind dormakaba USA only to the extent accepted by dormakaba USA's written confirmation or delivery.

dormakaba USA will attempt to fill orders in the order in which they are received, subject to prior orders. However, dormakaba USA reserves the right to allocate orders or fill an order or orders ahead of prior orders, if, in its judgment, the facts warrant such a change.

Any additional provisions in a Purchase Order, including any pre-printed terms, shall be void and not binding on dormakaba USA, unless expressly accepted by dormakaba USA. For greater certainty, the acceptance by dormakaba USA of a Purchase Order shall not be deemed acceptance of the additional terms of such Purchase Order.

dormakaba USA will accept orders via phone, email, fax or courier. dormakaba USA will send out an order acknowledgement for all orders received via email, phone or fax.

**Note:** Receipt or possession of this price catalog does not grant approval to quote or purchase products. Please contact your dormakaba USA Sales Representative for further details.

**KEYING SYSTEM ORDERS:** All orders of keying systems specifying delayed fulfillment must be fulfilled within twelve (12) months of the order date. Said request for fulfillment must include complete keying instructions for the order to be acknowledged with an estimated delivery date. Failure to properly request fulfillment of the order within twelve (12) months of the order date will make the order void and nonrefundable.

**SPECIAL ORDERS:** Any modification to a standard product configuration is considered a special order. No credits will be issued for returned special orders unless authorized by dormakaba USA Customer Service.

**INCOMPLETE ORDERS:** An incomplete order is one that is not fully specified according to the appropriate nomenclature required for that product. Any incomplete order will not be entered and will be referred to the appropriate dormakaba USA Sales Representative for resolution.

**SAMPLES:** Please contact your local dormakaba USA Sales Representative for sample requests.

**MINIMUM CHARGE:** The expense of handling an order necessitates a minimum charge of \$50.00 net per invoice.

**CREDIT LIMITS:** dormakaba USA's policy is to extend Net 30-day terms/open account combined with a credit line based on financial capacity. For all accounts dormakaba USA requires a Credit Application and Sales Tax Exempt Certificate (if applicable). dormakaba USA evaluates traditional sources of credit information: D&B, trade and bank references, financial information, and business plans. The supply of credit herein shall be at the discretion of dormakaba USA. If available information and/or financial circumstances will not support open accounts terms, dormakaba USA offers Cash in Advance and Credit Card (MasterCard or VISA) terms. dormakaba USA performs periodic reviews of credit lines and terms of payment and may request updated financial information.

dormakaba USA reserves the right to withhold delivery of Product if Customer does not meet dormakaba USA's credit requirements for the amount of Product ordered, or the amount of Product which remains unpaid (whether or not overdue) exceeds the limit established by dormakaba USA for Customer. Customer shall provide, at dormakaba USA's request, an acceptable letter of credit or guarantee or security in a form and amount determined by dormakaba USA.

If Customer shall become overdue on its account or otherwise defaults in any payment to dormakaba USA or if its financial condition shall at any time appear inadequate to warranty further shipment on an open account basis, dormakaba USA shall have the right, without liability, to refuse to accept any or all orders, to cancel any and all orders, to delay shipments, or to require advance payment before accepting or shipping any orders. All orders and all shipments are subject to approval by the dormakaba USA Credit Department.

**PAYMENT TERMS:** dormakaba USA standard payment terms are 2% 15, net 30 days from date of invoice.

Effective September 28, 2014, a \$45.00 convenience fee will apply to all payments made by Credit Card towards open invoices on your account. You may choose to pay by credit card by reaching out to your Credit Analyst directly in order to process payment. You can avoid paying the \$45.00 convenience fee by enrolling and paying open invoices via Billtrust Invoice Gateway (<https://secure.billtrust.com/stanleymechnical/ig/signin>) with an ACH Payment (bank transfer from checking or savings account) free of charge. Payments by check, or money order should continue to be sent directly to the remit-to address noted on invoices.

dormakaba USA shall be entitled to charge and Customer shall pay interest on overdue invoices at the rate of two percent (2%) per month calculated from the date of the invoice to the date of payment, including any attorney fees incurred by dormakaba USA resulting from the collection of such overdue payment. Customer shall pay all sums owing to dormakaba USA without any deduction or abatement and Customer shall have no right of set-off.

In the event that Customer disputes any portion of the payment due, Customer shall be obligated to pay the balance which is not the subject of dispute

Without limiting any other rights it may have under these terms of sale and applicable law, all of dormakaba USA's obligations under this Agreement, including obligations of supply, or any Purchase Order, can be suspended or cancelled should Customer be delinquent in making payment for previously shipped Products.

#### **INTERNATIONAL SALES:**

International Resellers located outside of the United States of America who place orders are subject to and must pay by (1) Cash in Advance, (2) Confirmed Irrevocable Letter of Credit, (3) Standby Letter of Credit.

All international shipments shall be FCA (Incoterms 2010) from dormakaba USA's facility in Indianapolis, Indiana USA. dormakaba USA shall be deemed to have delivered all Products and related goods when such are put in the custody of a carrier at dormakaba USA's plant or warehouse above, at which time all title and risk of loss or damage shall pass to Customer.

#### **SHIPPING/FREIGHT:**

All Products shall be shipped FOB Origin domestic or FCA International (INCOTERMS 2010) from dormakaba USA's facility in Indianapolis, Indiana USA. dormakaba USA shall be deemed to have delivered all Products and related goods when such are put in the custody of a carrier at dormakaba USA's plant or warehouse above, at which time all title, risk of loss or damage shall pass to Customer. All shipments will be made in accordance with the preferred routing, carrier assignments, and operational guidelines of dormakaba USA. Customer shall bear all costs of freight, insurance and associated costs and shall make all arrangements for same.

Single or combined shipments including dormakaba USA lock sets, exit devices, hinges and door closers will be considered for free freight with orders at or above \$5000 net (product combination must be on same purchase order). Orders less than \$5,000 will be shipped freight prepaid with shipping cost added to the invoice, including a nominal freight charge to be determined by dormakaba USA at time of shipping.

Hinge only orders will be considered for free freight with orders at or above \$750 net. Orders less than \$750 will be shipped freight prepaid with shipping cost added to the invoice, including a nominal freight charge to be determined by dormakaba USA at time of shipping.

These freight terms apply only to a single destination within the contiguous United States.

Should a shipment qualify for one of dormakaba USA's free freight programs, the Products shall be shipped FOB Origin domestic (with exception to prepaid freight) or FCA International (INCOTERMS 2010) (with exception to prepaid freight) from dormakaba USA's facility in Indianapolis, Indiana USA.

**DELIVERY:** Orders shall be acknowledged and given a scheduled delivery date based on estimated manufacturing lead times. Manufacturing lead time will begin once all information is received to process an order. Delivery dates given by dormakaba USA as part of order acknowledgment for accepted orders for Products or related goods will be honored by dormakaba USA on a best effort basis. Shipping

dates shown on order acknowledgments are based upon dormakaba USA's estimate and cannot be guaranteed. dormakaba USA will not be liable for any loss or damage resulting from delay in filling orders, including any direct or consequential loss or damage. dormakaba USA reserves the right to make partial shipments unless the order specifies otherwise.

**CHANGES/CANCELLATIONS:** After orders are entered for manufacturing, changes or cancellations cannot be accepted without dormakaba USA written permission, and may be subject to a change or cancellation charge equivalent to 30% of the purchase price.

Orders for special and/or custom designed goods not immediately saleable to another customer are not changeable, cancelable, or returnable.

**RETURNED GOODS:** dormakaba USA Customer Service MUST authorize all returns. All goods must be returned in original packaging and be in resalable condition except for warranty returns. Use fax number 888-214-1918 for returned goods authorization only. Only goods with an invoice date of less than one (1) year will be considered for a Return Goods Authorization (RGA). All material returned to dormakaba USA, regardless of the reason, must have a correct RGA number applied to the outside of the shipping carton. A restocking charge of 30% of the purchase price will be applied to the Customer's account except for warranty returns. Transportation charges of returned goods must be prepaid by Customer. All goods must be returned within sixty (60) calendar days of RGA issue date. All goods must be returned in original packaging and be in resalable condition except for warranty returns. Product not returned in salable condition or after sixty (60) days of the RGA issue date is subject to disposal by dormakaba USA with no credit issued.

dormakaba USA cannot authorize the return of discontinued product. Under no circumstances will special order items be accepted for return, unless covered by warranty.

**EXPORT REGULATIONS:** Customer agrees to conform to, and abide by, the export laws and regulations of the US, including, but not limited to, the Export Administration Act of 1979 as amended and its implementing regulations. Diversion contrary to US laws and regulations is prohibited.

**MASTERKEYING:** Best Masterkey Code and Masterkey Service Policy can be found at [www.bestaccess.com](http://www.bestaccess.com).

**LIMITATION OF LIABILITY:** EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, dormakaba USA SHALL HAVE NO LIABILITY FOR ANY

CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, OR BUSINESS INTERRUPTION, REGARDLESS OF WHETHER THE CLAIM GIVING RISE TO SUCH DAMAGES IS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF dormakaba USA HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL dormakaba USA'S TOTAL AGGREGATE LIABILITY TO CUSTOMER, UNDER ANY LEGAL THEORY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), PRODUCT LIABILITY, INFRINGEMENT OF OR DAMAGE TO ANY PATENT, COPYRIGHT, TRADEMARK, OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY PERSON OR ENTITY, OR OTHERWISE IN RELATION TO THE SALE OF dormakaba USA PRODUCTS TO CUSTOMER, EXCEED THE AGGREGATE OF THE AMOUNT PAID OR PAYABLE TO dormakaba USA BY CUSTOMER FOR THE ORDER GIVING RISE TO THE ALLEGED LIABILITY.

**LIMITED WARRANTY:** The terms and conditions outlined above are subject to dormakaba USA's Limited Warranty, which is included in the Price Catalog and is incorporated herein by reference. Upon return of a defective product, dormakaba USA shall either repair or replace the product, in its sole discretion, in accordance with our standard warranty

**EXCEPT AS SET FORTH HEREIN, dormakaba USA MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AND BUYER ACKNOWLEDGES THAT NO REPRESENTATIONS, WARRANTIES, PROMISES OR STATEMENTS HAVE BEEN MADE BY dormakaba USA, WITH RESPECT TO THIS PRODUCT, OR ANY PART OR PORTION THEREOF. IN ADDITION, dormakaba USA MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THIS PRODUCT OR ANY PART OR PORTION THEREOF, FOR ANY PURPOSE, NOR ANY WARRANTY WHICH EXTENDS BEYOND THE DESCRIPTION ON THE FACE HEREOF. dormakaba USA SHALL NOT, IN ANY EVENT, BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES SUFFERED BY BUYER OR ANYONE CLAIMING BY, THROUGH OR UNDER BUYER, AS A RESULT OF THE CONDITION OF THIS PRODUCT, OR ANY PART OR PORTION THEREOF, AND THERE ARE NO ORAL OR WRITTEN UNDERTAKINGS OR AGREEMENTS OF ANY TYPE PROVIDED BY dormakaba USA EXCEPT AS EXPRESSLY SET FORTH HEREIN. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR PROHIBIT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR**

**CONSEQUENTIAL DAMAGES, SO THE ABOVE  
LIMITATION AND EXCLUSIONS MAY NOT APPLY  
IN YOUR STATE.**

**GOVERNING LAW:** These Terms and Conditions of Sale and any subsequent sales agreements between dormakaba USA and Customer shall be construed in accordance with the laws of the State of Indiana. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.