

General Terms and Conditions of Sale

1. **ENTIRE AGREEMENT:** This agreement constitutes the entire agreement between dormakaba USA Inc., dormakaba Canada Inc., (together "dormakaba") and the Purchaser, and contains all of the terms and conditions relating to the sale of the product(s). This agreement supersedes all prior agreements, previous catalog terms and conditions, and other documents unless expressly incorporated herein.
2. **PAYMENT TERMS:** Unless otherwise stated, terms are net 30 days from the date of invoice. dormakaba reserves the right to charge interest at 1.5% per month (18% annually) on any overdue amounts. If dormakaba discovers that the Purchaser's financial condition does not warrant the above payment terms, then dormakaba, in its absolute discretion, may demand that the Purchaser pay in advance, pay cash upon delivery, or refuse Purchaser's order. In the latter case, dormakaba cannot be held liable for any damages of any nature whatsoever for its refusal to deliver goods in whole or in part.
3. **PRICES:** The product price(s) shall be according to dormakaba's price list in effect at the time of acceptance of the purchase order or according to its authorized quotation in force at the time of acceptance of the applicable purchase order.
4. **TAXES:** The price does not include any amounts for U.S. or International Federal Custom Duties, Canadian, U.S. or International, Federal, Provincial, State, Local Excise, Goods and Services, Sales or Use, or Value added taxes. However, should dormakaba be obligated to pay any of the foregoing taxes, the Purchaser, upon demand, shall, within fifteen (15) days, reimburse dormakaba the total amount disbursed in respect thereof.
5. **MINIMUM ORDER REQUIREMENTS:** The minimum order amount for all orders accepted is \$400 USD, excluding the shipping and insurance charges. This does not apply to cut keys.
6. **PRODUCT INFORMATION:** Unless expressly stated in this Agreement, all information contained in the product brochures, pamphlets, or information circulars, are for reference purposes only and based on information available at time of publication. dormakaba reserves the right to make reasonable changes in its products or discontinue certain products from time to time and to deliver the modified products, or to offer replacement product in the event a product has been discontinued without any liability whatsoever. Purchaser shall have the option to purchase any other product in the event of a discontinued product, provided however, Purchaser shall be responsible to pay any price difference.
7. **INSTALLATION:** Unless otherwise expressly stated, the costs and materials required for installation are not included in the prices and/or quotations.
8. **POINT OF DELIVERY & SHIPPING:** Delivery points and terms are FOB dormakaba warehouses in the Continental USA and Canada for dormakaba products. Should Purchaser request a shipping method or carrier different than dormakaba's standard, then the full amount of the shipping cost will be invoiced to the Purchaser. Drop shipments to a third party are subject to a \$25 surcharge, which is invoiced to Purchaser. dormakaba will no longer ship to third parties in Canada.
9. **DELIVERY TERMS:** dormakaba will notify the Purchaser if for any reason, it is unable to deliver the products as scheduled, and Kaba cannot be held liable for any damages of any nature resulting from these delays.
10. **FORCE MAJEURE:** Should a delay in delivery be caused by a Force Majeure event, the time of delivery shall be extended by a reasonable amount of time with regard to all applicable circumstances. Upon mutual agreement, the parties shall set a new date for delivery. Except as to payments due hereunder, neither party shall be liable for failure to perform hereunder for the duration of and to the extent such failure is occasioned by a Force Majeure event, which is defined as follows: war, riots, insurrections, fire flood, explosions, strikes and other labor or industrial disturbances, inevitable accidents Government, State, Provincial or Municipal regulations and/or ordinances, an act of God, embargoes, blockades, delay in obtaining materials, legal restrictions, currency regulations, or any cause or condition beyond the reasonable control of the parties. Where such conditions continue more than three (3) months, either party shall be free to terminate the Agreement. In the case of termination, dormakaba shall be paid the value proportionate to the Agreement price for the finished product and/or the work -in-progress as of the date of termination and the supportable costs.
11. **FAILURE TO ACCEPT DELIVERY:** If Purchaser fails to accept delivery at the scheduled time, the purchase price shall become due and payable in accordance with the original payment schedule and all risks associated with the product or parts of the product to be delivered, shall be borne by the Purchaser. Purchaser shall be responsible for all storage and handling costs incurred and to be incurred as a result thereof.
12. **TITLE:** Unless otherwise stipulated in this Agreement, ownership of the goods shall remain with dormakaba until full payment of the sale price has been received. Until complete payment has been received, Purchaser undertakes to warrant and keep the goods free and clear of all liens, other charges or encumbrances.
13. **RETURN POLICY:** Purchaser must obtain a Return Good Authorization (RGA) number from dormakaba's Customer Service by calling in North America: (800) 849-8324 or Worldwide: (336) 725-1331, before returning any products whatsoever. The Purchaser must have the product serial number and invoice number pertaining to the original purchase available to give the Customer Service Agent. dormakaba will send via facsimile or email (as indicated by Purchaser) the Return Goods Authorization form, which includes the RGA number along with the "Ship To" address and REGA return instructions. RGAs expire after sixty (60) days from date of issuance. Returns of product by Purchaser are FOB dormakaba.

14. **WARRANTY:** Subject to the limitations herein, dormakaba warrants its new products from the date received by Purchaser from material or workmanship flaws. Specific new product warranties may vary according to products and if different, they are listed in the respective product section of the Access Control catalog or the respective product installation manual. Third party product(s) sold by dormakaba are warranted only to the extent provided by the original manufacturer's warranty and Purchaser must refer to the original manufacturer's warranty in such case. Refurbished or reconditioned dormakaba products are warranted for a ninety (90) day period from date of shipment. Failure of the Purchaser to notify dormakaba within the time limit set in this section shall constitute Purchaser's waiver to have the malfunction or damage remedied. The express warranties as set out herein, are the exclusive warranties given and accepted in lieu of any and all other warranties, expressed or implied, statutory or otherwise, including but not limited to warranty of fitness for a particular purpose and merchantability. To the extent that they cannot be disclaimed, the implied warranties are limited in duration to the life of the express warranty. Incidental and consequential damages are excluded from coverage under this warranty. Some States/jurisdictions do not allow for the disclaimers, limitations and exclusions identified above; as a result, they may not apply to you. This warranty gives you specific rights, and you may also have other legal rights which may vary from State to State, or from one jurisdiction to another. No distributor, dealer, sales representative nor any other person has been authorized to make any affirmation, representation or warranty regarding the product, other than those contained in this limited warranty, and if made, shall not be enforceable against dormakaba. dormakaba reserves the right to modify this warranty at any time, it being understood that such modification will not alter the warranty conditions applicable to the products sold while this warranty is in effect.

- dormakaba will, at their discretion and at no charge, either repair, exchange or replace the product provided it is returned complete to dormakaba during the warranty period. However, Purchaser is responsible for the labor to remove and reinstall the product(s) from Purchaser's premises.
- Defective parts, which have been replaced, become the property of dormakaba who may dispose of them in any manner. Replacement parts become the property of the Purchaser upon their delivery.
- dormakaba is not liable for any defects in materials, designs, drawings or information provided by the Purchaser, nor for information which is missing and could not be reasonably identified as such, by dormakaba.
- dormakaba does not warrant the following:
 - a) Normal wear and tear from use;
 - b) Printer ribbons, batteries, key cards and other consumable parts used or supplied with the product;
 - c) Damage of any nature to hardware finishes;
 - d) Faulty or defective product operation(s) caused by unusual or unforeseeable use or conditions;
 - e) Improper installation, operation or maintenance of the product;
 - f) Any product or system in which dormakaba's product(s) is incorporated;
 - g) Force Majeure as defined by Section 10 of this Agreement;
 - h) Repairs or alterations carried out by anyone other than dormakaba;

14.1 **VARIANCE:** Any claims that the quantity and description of goods delivered and the quantity and description of goods ordered do not conform to this Agreement are waived unless the Purchaser advises dormakaba's Customer Service department in writing, within fifteen (15) days from the date of receipt of the product(s).

14.2 **RETURNS FOR CREDIT:** In order to return new merchandise, the Purchaser must obtain a Returned Goods Authorization (RGA) number from dormakaba Customer Service department. There is a twenty-five percent (25%) restocking charge applied to all returns of new product. Custom products cannot be returned for credit for any reason other than product failure. Credit will not be offered for product that is returned incomplete or damaged.

15. **LIMITATION OF LIABILITY:** The total liability of dormakaba for all claims of any kind, whether in contract, liability or otherwise, arising out of, connected with or resulting from dormakaba's performance or breach of this Agreement or services furnished hereunder shall in no event exceed the total purchase price expressed in this Agreement. dormakaba shall not under any circumstances be held liable for loss of profits or revenues, loss of use of product or any other product software, system, or facility, loss of data or information, lack or loss of productivity, interest charges or cost of capital, cost of substitute product, software, systems or services, cost of purchases or replacement power, downtime costs. Incidental, special, consequential damages are excluded from coverage under this warranty.

16. **ASSIGNMENT:** dormakaba may assign this Agreement in whole or in part, to any parent, subsidiary or affiliated corporation. Subject to the prior written approval of dormakaba, Purchaser may assign the present Agreement to any parent, subsidiary or affiliated corporation.

17. **DAMAGES:** If Purchaser does not fulfill its obligations or is in default or breach of contract by the terms of this Agreement, dormakaba may then terminate the Agreement by notice in writing as set out on the face of dormakaba's acknowledgement. dormakaba has the right to claim compensation for any loss it incurs as a result of Purchaser's default, in addition to any other rights or recourse in equity and in law.

18. **APPLICABLE LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, USA.

19. **TERMINATION:** If the Purchaser terminates this Agreement, in whole or in part, by written notice, dormakaba will, upon receipt of the termination notice, cease the performance of the contract according to the instructions of the Purchaser. In such a case, Purchaser may be invoiced for costs incurred depending on the nature of the product and shall be responsible for payment of same.

20. **SEVERABILITY:** Any term, condition or provision of this Agreement, or any part thereof, which is or may be found to be prohibited or unenforceable in any jurisdiction shall, as regards such jurisdiction and to the extent of such prohibition or unenforceability, be deemed to be severed from this Agreement, and the remaining terms, conditions and provisions of this Agreement shall remain in full force and effect.

21. **WAIVER:** Any act or omission by dormakaba will not constitute or be deemed to be a waiver of the rights granted to dormakaba by the terms of this Agreement.