

General Terms & Conditions of Sale and Service

1. GENERAL.

(a) This Agreement contains the terms and conditions by which Company will quote and sell its Products and Services to Customer. (b) The terms "purchase order" or "order" for the purposes of this Agreement include the term "request for quotation," as appropriate. (c) This Agreement supersedes all pre-printed and boilerplate terms and conditions set forth in any purchase order issued by Customer. (d) No reference herein to Customer's purchase order will in any way incorporate different or additional terms and conditions which are hereby objected to. (e) ANY ACCEPTANCE BY COMPANY OF CUSTOMER'S PURCHASE ORDER IS EXPRESSLY CONDITIONED ON THE CUSTOMER'S ASSENT TO AND ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. (f) In the event of a conflict between this Agreement and a purchase order issued by Customer, the terms of this Agreement will prevail. In the event of a conflict between this Agreement and any specific Product or Service terms and conditions, the specific Product or Service terms and conditions will prevail.

2. SCOPE OF PRODUCTS AND SERVICES AND ORDERS.

(a) Scope of Products and Services. The scope of the Products and Services (including, but not limited to location) are (i) attached to this Agreement, (ii) separately furnished by Company to Customer, or (iii) subject to Section 1 herein, contained in an order submitted by Customer. Non-standard finishes and special items may be available. Contact Company for such availability. All Products that come in "kits" cannot be sold as individual pieces. See the specific product terms and conditions for exceptions. (b) **Orders.** All orders submitted by Customer must be in written form acceptable to Company. A minimum net Product or Service order value, excluding freight charges, may be required for each order. Such minimum net Product or Service order value will be (i) attached to this Agreement; (ii) separately identified in the specific Product Price Book; or (iii) separately furnished by Company to Customer. In the event the order value does not meet any required minimum net Product or Service value, Company will, at its sole discretion, either (i) increase the quantity of items in the order to meet the minimum net Product or Service value provided herein; (ii) apply a minimum order charge; or (iii) reject the order. (c) **Receipt of an Order.** Company will acknowledge receipt of each order issued in accordance with this Agreement and will notify Customer whether such order has been accepted or rejected, in whole or in part, by Company. If Company fails to acknowledge receipt of an order, within a reasonable time period, such failure to acknowledge receipt will be deemed a rejection of the entire order. (d) **Changes to Orders.** Any changes to orders must be acknowledged by Company in writing. Company reserves the right to deny any changes to orders, which have been previously acknowledged by Company. The time period for making any changes to orders for Products will be (i) attached to this Agreement; (ii) separately identified in the specific Product Price Book; or (iii) separately furnished by Company to Customer. All changes to orders are subject to a change order charge of 25% of the net Product or Service value or \$25.00, whichever is greater, plus the cost of fabrication or raw material that will need to be purchased for the change order. Unless otherwise specified by Company in writing, any changes to orders acknowledged by Company that affect the delivery date will be deemed a new order and will require acknowledgement by Company as provided in this Section 2. (e) **Cancellation of Orders.** All cancelled orders are subject to Company's written acknowledgement to be valid. The time period for order cancellations will be (i) attached to this Agreement; (ii) separately identified in the specific Product Price Book; or (iii) separately furnished by Company to Customer. All cancelled orders acknowledged by Company are subject to a cancellation charge of 25% of the net Product or Service value or \$25.00, whichever is greater, plus the cost of any fabrication or raw materials that have purchased for the order.

3. PRICES AND PAYMENT.

(a) Prices. The prices specified by Company are subject to change, without notice, to Company's prices in effect at the time of each shipment of Products or performance of Services. Additional charges may be applied for product modification or engineering services. Oral prices specified by Company are null and void. (b) **Invoices.** Company will submit invoices to Customer stating amounts due. (c) **Payment Terms.** Payment terms are 2% cash discount 20 days, net 35 days from date of invoice. Payment will be made in United States dollars. (d) **Credit Terms.** All orders are subject to Company's credit limit and terms of credit required by Company or contained in Company's credit

application, which is subject to change by Company at any time either before or after delivery of any part of the order. Company reserves the right to request payment in advance of shipment or any order or to request adequate assurances for Customer's payment of an order and may withhold or stop shipment, without any liability to Company, until Customer submits payment or assurance of payment, as required by Company. (e) **Default.** If Customer is in default in payment or otherwise with respect to any order for Products or Services or any other contract with Company, Company shall have the right, in addition to all other legal remedies and without prejudice to any of its right hereunder, to defer further shipments until such default is corrected and to declare all outstanding bills of Customer to be immediately due and payable. (f) **Taxes.** Any taxes, charges, or duties imposed by any governmental authority on the sale of Products or Services will be paid by Customer, in addition to the selling price specified by Company. (g) **Late Payment Charge.** A late payment charge of 1.5% per month equivalent to 18% per annum will be charged on past due balances owed Company. Provided however, that in the event that applicable governmental law sets a maximum rate for late payment fees which is less than 18% per annum, then the late payment charge assessed will be set at the maximum rate permitted by law.

4. INSPECTION, DELIVERY, SHIPPING, FREIGHT CHARGES, CLAIMS, AND PACKING.

(a) Inspection. Inspection of Products and Services will be done by Customer immediately after receipt of Products or completion of Services. Inspection of Products or Services by Customer at Company's facility is not permitted. (b) **Delivery.** Product delivery schedules are based upon current production capacities, material or component availability, and inventory, and may be changed by Company as conditions require. Service delivery schedules are based upon prompt receipt of, and prompt access to, Customer's equipment and all information necessary to complete the Services. In no event will Product or Service delivery dates be construed as falling within the meaning of "time is of the essence." Partial delivery shall be accepted by Customer and paid for at the price and on the terms stated herein. Any partial delivery of Products or Services, shall constitute a separate sale and payment shall be separately made when due. If any part of the Products or Services are not delivered by Company in accordance with Customer's order, this Agreement shall not be affected thereby. (c) Shipping. Unless otherwise specified by Company, (i) where the Customer is located in the United States, all Products will be sold "Uniform Commercial Code, F.O.B. Origin, Company's factory"; and (ii) where the Customer is located outside of the United States, all Products will be sold "Incoterms 2000, Ex-works, Company's factory." In either instance, title and risk of loss will pass to Customer upon delivery to the carrier at Company's factory. Provided however, a security interest will remain in the Products, regardless of mode of attachment to realty or other property, until full payment has been made therefore, and Customer agrees, upon request, to do all things and acts necessary to protect Company's interest by adequately insuring the Products against loss from damage from any cause and to have Company named as an additional insured. Copies of all Certificates of Insurance will be provided to Company upon request. Customer will also assist Company in providing all necessary documents or signatures required to file any documents to perfect Company's interest in such Products. (d) **Freight Charges.** All freight charges will be (i) attached to this Agreement; (ii) separately identified in the specific Product Price Book; or (iii) separately furnished by Company to Customer. (e) Claims. All claims for loss or damage to Products while in the care, custody, and/or control of a carrier will be the responsibility of Customer, who will submit any claims. (f) **Packing.** Company will pack, mark, and ship the Products according to its standard procedures for shipment, unless the parties agree, in writing, that Company will comply with any special instructions provided by Customer. Compliance with special instructions may result in an increased price.

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5. CLAIMS.

(a) All claims must be submitted in writing to Company as follows: (i) All claims for prices must be submitted within thirty (30) days from the date of invoice. (ii) All claims for Product quantity or incorrect orders must be submitted within ten (10) days from the date of delivery. (iii) All claims for damage to Products (while in the care, custody, and control of Company) must be submitted within thirty (30) days from the date of invoice.

6. PRODUCT CHANGES.

Company reserves the right to change without notice the design of, or the process of manufacturing, the Products covered by this Agreement; provided that the foregoing will not be construed as relieving Company from its obligation to deliver Products which conform to the specifications which Company may have furnished to Customer.

7. PRODUCT RETURNS.

Products may not be returned unless Customer receives written authorization from Company. If returns are authorized by Company, a return merchandise authorization ("RMA") number must be provided by Company. Products identified under such RMA must be returned to Company within 90 days of issuance of the RMA. Such RMA number and any accompanying RMA documents, the original invoice number, and a written explanation for the return must be included with the returned Products in order for Company to inspect and approve a credit for the return. Such credit will only be issued if, after Company's receipt and inspection of Products, Company approves the return. Only those Products which have been in Customer's inventory no more than 180 days from the date of shipment by Company and which are current, standard, non-obsolete, non-specially manufactured, unused, in their original condition as at the time of sale by Company to Customer, and are in their original packaging may be considered by Company for return. In the event Company approves a return, a credit will be made to Customer's account less freight, and a handling and reprocessing charge of 35% of the net material value on the original invoice. Products requiring reconditioning to return the Products to a saleable condition may be credited to Customer's account less freight and a handling and reprocessing charge of 50% of the net material value and less 2% for the cash discount allowance on the original invoice.

8. TECHNICAL INFORMATION AND ADVICE.

(a) All designs, data, and specifications provided by Company are proprietary and will not be disclosed or reused by Customer without the prior written consent of Company. (b) Company assumes no obligation or liability for any advice given by Company, the results obtained, or damages incurred, and all such advice is given and accepted at Customer's risk.

9. LIMITED WARRANTY.

(a) Company's Standard Limited Warranty(ies) relating to Products or Services are applicable to this Agreement. The limited warranty(ies) are (i) attached to this Agreement; (ii) separately identified in the specific Product Price Book; or (iii) separately furnished by Company to Customer. (b)(i) In the event that certain Product warranties are not attached to this Agreement or separately furnished, Company warrants only to Customer that Products will be free from defects in material and workmanship for a period of 12 months from the date of shipment of the Products. Company's sole obligation under this warranty is limited to repairing or replacing, at its option, the defective Products. (ii) The provisions of this limited Product warranty do not apply to Products: (A) used for the purposes for which they are not designed or intended; (B) which have been repaired or altered without Company's prior written consent; (C) which have been subjected to misuse, abuse, negligence, or accident; (D) which have been improperly stored, installed, maintained, or operated; (E) which have been used in violation of written instructions provided by Company to Customer; (F) which have been subjected to improper temperature, humidity, or other environmental conditions; (G) which have been affected by normal wear and tear; or (H) which, based on Company's examination, do not disclose to Company's satisfaction nonconformance to the warranty. (c)(i) In the event that certain Service warranties are not attached to this Agreement or separately furnished, Company warrants only to Customer that the Services will be free from defects in material and workmanship for a period of 6 months from the date of completion of the particular items of Service. Company's sole obligation under this warranty is limited to repairing or reperformance, at its option, of the Service; provided however, if repair or reperformance is either impractical or impossible,

the Company will refund to Customer that portion of the price paid to the Company for the defective item of Service. This warranty only applies if the company is given written notice of the defect or nonconformance by the Customer within 30 days of discovery. (ii) The provisions of this limited Service warranty does not apply to any defects or issues with the design or performance of equipment or products not manufactured by Company, nor does it apply to any code compliance or permit requirements for the assembly, installation, erection, or construction of any goods

10. CUSTOMER'S REMEDIES.

THE CUSTOMER'S EXCLUSIVE AND SOLE REMEDY ON ACCOUNT OF, OR IN RESPECT OF, THE FURNISHING OF PRODUCTS OR SERVICES THAT DO NOT CONFORM TO THIS AGREEMENT WILL BE TO (A) SECURE REPAIR OR REPLACEMENT OF THE PRODUCTS; OR (B) SECURE REPAIR OR REPERFORMANCE OF THE SERVICES OR TO OBTAIN A REFUND OF THE PRICE PAID FOR THE DEFECTIVE SERVICE, ALL AT COMPANY'S OPTION. IN NO EVENT WILL THE COMPANY'S MAXIMUM LIABILITY EXCEED THE SELLING PRICE FOR THE PRODUCTS OR ITEM OF SERVICE.

11. LIMITATION OF LIABILITY.

IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE PRODUCTS, SERVICE INTERRUPTION, LOSS OF PROFITS, LOSS OF REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, OR CLAIMS OF CUSTOMER'S CUSTOMERS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE), PATENT INFRINGEMENT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. STATUTE OF LIMITATIONS.

NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS AGREEMENT BY COMPANY MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

13. CONSUMER PRODUCTS.

With respect to "consumer products" as defined under the Magnuson-Moss Warranty Act ("MMWA"), the following statements are made. (a) Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. **IF ANY IMPLIED WARRANTY IS PROVIDED UNDER THE MMWA, IT IS LIMITED TO THE DURATION OF THE WARRANTY PROVIDED IN SECTION 9 ABOVE.** (b) Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. (c) This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

14. FORCE MAJEURE.

Any delay or failure of Company to perform its obligations hereunder will be excused to the extent that it is caused by an event or occurrence beyond its control such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), governmental laws and regulations not presently in effect, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, accidents, labor problems (including, but not limited to, lockouts, strikes, and slowdowns) at Company's facility, its source plant or their suppliers, inability to obtain power, material, labor equipment, or transportation, or court injunction or order. The delivery date will be extended for a time equal to that of the delay and the schedule for Company's performance will be deemed adjusted in the individual order(s) to that effect.

15. ENTIRE AGREEMENT AND AMENDMENT.

This Agreement, together with any attachments or supplements specifically referenced in this Agreement, constitutes the entire agreement between the parties hereto and supersedes all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No agreement or understanding varying or expanding this Agreement will be binding upon either party hereto unless it is in writing and signed by a duly authorized representative thereof.

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16. TERMINATION.

(a) This Agreement may be terminated by either party by giving 30 days' written notice to the other party in the event of failure by such other party to fulfill any of its obligations hereunder. However, if during the period of such notice, such other party remedies such failure, this Agreement will continue with the same force and effect as if such notice had not been given. (b) This Agreement may be terminated upon the written mutual consent of the parties. (c) Either party may immediately terminate this Agreement by giving written notice to the other party in the event of the happening of any of the following or any other comparable event: (i) insolvency of the other party; (ii) filing of a petition in bankruptcy by or against the other party; (iii) appointment of a receiver or trustee for the other party; or (iv) execution of an assignment for the benefit of creditors by the other party, all of which will allow Company to demand reclamation of all affected orders. (d) Except as provided in this section 16, Customer may not terminate this Agreement, in whole or in part, unless Company's prior written consent is obtained and Customer agrees to pay all of Company's cancellation charges.

17. GOVERNING LAWS; VENUE; AND EXPENSES.

(a) This Agreement and any disputes or controversies arising hereunder will be governed by and construed according to the internal laws of the State of Indiana, United States of America, without regard to its conflict of law principles, and not including the United Nations Convention on Contracts for the International Sale of Goods. (b) Jurisdiction and venue with respect to any action, proceeding, or suit in connection with this Agreement will reside in the courts of the State of Indiana. (c) Customer agrees to pay for all expenses (including attorney's fees) incurred by Company in enforcing the obligations of Customer under this Agreement.

18. COMPLIANCE WITH LAWS, EXPORT CONTROLS, CERTIFICATIONS, AND NUCLEAR LIABILITY.

(a) This Agreement is be subject to, and Company and Customer will comply with, all laws and export controls, regulations, rules, orders, licenses, requirements, and governmental requests now or hereafter in effect in the United States of America that pertain to the Products or the initial sale of the Products or that pertain to Services. **Provided however,** Company is not responsible for obtaining or maintaining any permits for the performance of Services or the verification or compliance with any code requirements relative to the performance of Services. To the extent any sale of Products or Services pursuant to this Agreement may require approval of the U.S. Government, Company's obligations under this Agreement are conditioned upon the grant of such approval and upon compliance by Customer with any restrictions imposed by the U.S. Government in connection with such approval. (b) Certain Products are noted by Company as tested by independent laboratories for compliance with UL and/or ANSI standards. Any and all modifications or alterations to such Products will void such certification, and Company is not liable to Customer to certify any modified or altered Product. (c) In the event the Products are to be used in a nuclear facility, the Customer shall, prior to such use, arrange for insurance or governmental indemnity protecting Company against liability. The Customer hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage including, but not limited to, loss of use, in any manner arising out of the nuclear incident, whether alleged to be due, in whole or in part by Company or its suppliers.

19. NO INDUCEMENTS.

The parties hereto represent to each other and each agrees that, neither it nor any person acting on its behalf has, in contravention of any applicable law, given or offered to give, or will give or offer to give, any sum of money or other material consideration to any person, directly or indirectly, as an inducement to obtain business hereunder or to influence the granting of licenses or other governmental permissions to enter into this Agreement or perform obligations hereunder.

20. SERVABILITY.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, that provision will be deemed severed to the extent necessary to comply with such statute, regulation, ordinance, order, or rule. In the event such provision is deemed severed, the parties will negotiate in good faith to arrive at an alternative arrangement approximating the original business objective of the parties. The remaining terms and conditions of this Agreement will remain in effect.

21. NO IMPLIED WAIVER.

The failure of either party at any time to require performance by the other party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter, nor will the waiver of either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision.

22. MISCELLANEOUS.

(a) This Agreement does not constitute either party the agent or legal representative of the other party. Neither party is authorized to create any obligation on behalf of the other party including, but not limited to, the obligation for payment of any service or warranty obligation hereunder. (b) Neither this Agreement nor any right or obligation hereunder may be transferred or assigned by either party without the prior written approval of the other party, except that Company can transfer or assign this Agreement or any right or obligation (including, but not limited to the right to receive payments for any orders) to Ingersoll-Rand Company or an Ingersoll-Rand Company entity without first obtaining Customer's consent. (c) The rights and remedies herein reserved to Company will be cumulative and additional to any other or further rights and remedies provided at law or equity. (d) Customer does not have the right to setoff or to back charge against any amounts which become payable to Company under this Agreement or otherwise. (e) The official text of this Agreement is in the English language. If this Agreement is translated into another language, the English text will govern any question with respect to interpretation. (f) The headings in this Agreement are for convenience of reference only and do not affect the meaning of this Agreement in any manner.

23. DEFINITIONS.

(a) "Agreement" means Ingersoll-Rand Company, Security Technologies Sector Terms and Conditions of Sale and Service. (b) "Company" means Ingersoll-Rand Company, Security Technologies Sector. (c) "Customer" means the Buyer. (d) "Buyer" means the purchaser of products or Services from Company. (e) "U.S." means United States of America.

24. Specific to Locks

TYPE OF CHANGE	Stock Products	Normal Factory Lead Time Items	Extended Factory Lead Time Items
Type of Product: Locks			
1. Change to: • Product, creating a different SKU number • Keying*	Not Accepted	<ul style="list-style-type: none"> OK within the first 5 days from receipt of order. If after 5 days, item must be deleted from order (see note 3, a 25% handling charge will apply) and entered as a new order. 	<ul style="list-style-type: none"> OK within first 10 days from receipt of order. If after 10 days, item must be deleted from order (see note 3, a 50% handling charge will apply) and entered as a new order.
2. Change to: • Increase quantity of existing item(s) • Add new item(s)	Not Accepted	<ul style="list-style-type: none"> New order with normal lead-time must be generated for additions. Same terms & conditions will be applied if requested so long as the original order has not been shipped. Additions received after the original order ships must be entered as a new order and will stand-alone for lead-time and terms and conditions. 	
3. Change to • Delete items • Reduce quantity of existing item(s) • Cancel order	Not Accepted	<ul style="list-style-type: none"> OK within the first 5 days from receipt of order. If after 5 days, subject of handling charge of 25% of the net price of the deleted item(s).** 	<ul style="list-style-type: none"> OK within first 10 days from receipt of order. If after 5 days, subject of handling charge of 50% of the net price of the deleted item(s).**

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24(b). FREIGHT.

Customer orders in excess of \$8,000 list will be shipped freight prepaid by Falcon to a single destination point in the U.S. Orders less than this amount will ship UPS/RPS prepaid and actual freight will be indicated on the customer's invoice. All goods are shipped F.O.B. factory and become the customer's property when they pass into the hands of the transportation company. Falcon reserves the right to use our choice of carrier. Falcon will ship as requested, freight collect, if the customer is willing to bear the entire expense and so indicates on the order. Other delivery options include Next Day, 2-day, and 3-day shipping.

24(c). INTERCHANGEABLE CORE WARRANTY.

Regardless of the manufacturer of the cores used, the Limited Warranty applies to all Falcon interchangeable core locks and housings. Regardless of the manufacturer of the locks and housings in which they are used, the Limited Warranty applies to all Falcon interchangeable cores. The subsequent use of unauthorized cylinders, cams or other components with our products shall void this warranty.

24(d). RESTRICTED KEYWAY POLICY.

Definition: Standard keyways and key sections are:

- SFIC – A, B, C, D, DD, E, F, G, H, J, K, L, M, N, Q, R, TB and TD;
- Std. – E, G, H, K, L, N and P.
- All other keyways and key sections are restricted and an additional charge for restricted keyways will be charged.

Restricted Keyway Policy

A letter of authorization from the end-user is required for all orders for restricted keyway plugs and cores, 0-bitted and 1- bitted products and all key blanks. Restricted keyway products are not available keyed random. The letter of authorization must indicate the quantity, product and keyway, and have a recent date (within 30 days of Falcon's receipt) When ordering a new keying system, include the following:

- Job (end-user) name, city, state and zip code.
- Authorized ship-to address for all products on end-user's official stationery. See Forms & Examples for sample letter of authorization.
- Numerically defined specifications for expansion of all branches of the key system.

When ordering additions to an existing keying system, include the following:

- Job (end-user) name, city, state and zip code.
- Key file number previously assigned by Falcon and indicated on previous order invoices (see "Ordered By" box). Falcon can research this from previous Falcon order numbers, if not available.
- Letter of authorization on end-user's official stationery is required when:
 - End-user places order with a new dealer.
 - Order that will drop ship to a different ship-to address than originally authorized by the end-user.
 - See Forms & Examples for sample letter of authorization. Requests for specific restricted keyways cannot be guaranteed. Allocation and assignment of Falcon restricted keyways is at the discretion of the IR.

24(e). CONSTRUCTION CORE PROGRAM POLICY.

Small format construction cores will be invoiced under standard payment terms. Credit for these cores, less the handling charge, will be issued upon their return to the factory. Contact customer service for return authorization. Customers may not deduct payment for construction cores prior to completion of their authorized return.

25. Specific to Exit Devices (Monarch)

25(a). Changes or Cancellations

Any changes or cancellations must be made at least five (5) working days prior to acknowledged ship date.

25(b). Freight

All shipments are F.O.B. Shepherdsville, Kentucky (from factory). We will allow freight on order shipments of \$5,000 net or more to freight terminal nearest destination via route of our selection. Freight allowed will be prepaid. Separate orders cannot be combined for shipment to qualify for freight allowed. We reserve the right to select the carrier on freight allowed shipments. When delivered to the carrier, shipments become property of the purchaser who assumes the risk of loss or damage in transit. On Shipments to Alaska and points outside the

Continental U.S.A. freight will be allowed, as above, to ocean shipping points.

25(c). Minimum Order Charge

Minimum invoice is \$50.00 net product value, excluding freight charges. On orders which do not meet the minimum invoice value, the quantity of items on the order will be increased to meet the \$50.00 net where appropriate or a minimum order charge will be applied.

26. Specific to Exit Devices (Dor-O-Matic)

26(a). Changes or Cancellations

Any changes or cancellations must be made at least five (5) working days prior to acknowledged ship date.

26(b). Freight

All shipments are F.O.B. company's factory, Indianapolis, Indiana. We will allow freight on order shipments of \$4,000 net or more to freight terminal nearest destination via route of our selection. Freight allowed will be prepaid by the Company. Separate orders cannot be combined for shipment to qualify for freight allowed. We reserve the right to select the carrier on freight allowed shipments. When delivered to the carrier, shipments become property of the purchaser who assumes the risk of loss or damage in transit. On Shipments to Alaska and points outside the Continental U.S.A. freight will be allowed, as above, to ocean shipping points.

26(c). Minimum Order Charge

Minimum invoice is \$50.00 net product value, excluding freight charges. On orders which do not meet the minimum invoice value, the quantity of items on the order will be increased to meet the \$50.00 net where appropriate or a minimum order charge will be applied.

27. Specific to Closers (Dor-O-Matic)

27(a). Changes or Cancellations

Change order requests can be by phone, fax, or email to Dor-O-Matic Customer Service. Dor-O-Matic will allow changes to most orders up until time of shipment without penalty (some exceptions do apply – consult factory). Some changes, including the addition or deletion of plated items, may include additional cost and added lead-time to the order.

27(b). Freight

The full cost of freight, via a carrier of our choice, will be allowed (and prepaid) on shipments of 500 lbs. or more within the continental limits of the United States. On shipments of 500 lbs. or more to Alaska and all foreign countries, freight will be allowed (and prepaid) to the Port of Embarkation. Shipments under 500 lbs. or expedited methods of shipment, such as "next day air", will be prepaid by Dor-O-Matic but the shipping costs will be added to the invoice. Whenever an order specifies a routing that results in a shipment cost higher than the routing of our choice, the total freight cost will be added to the invoice.

27(c). Minimum Order Charge

Minimum invoice is \$50.00 net product value, excluding freight charges. On orders which do not meet the minimum invoice value, the quantity of items on the order will be increased to meet the \$50.00 net where appropriate or a minimum order charge will be applied.

WARRANTY

FALCON Falcon
Monarch
Dor-O-Matic

Warranty

Falcon Door Hardware warrants its mechanical offering of locks, exit devices and door controls products manufactured to be free from defects in materials and workmanship for a period of **TEN (10) YEARS** from the date of manufacture with the exception of the products detailed in the table below. The terms and conditions of this new warranty apply to Falcon Door Hardware shipments made on or after November 1st, 2008.

This limited warranty does not cover products that (i) are not the proper size for the application; (ii) are not installed in accordance with Falcon's published installation instructions; (iii) are installed with improper or incorrect parts; (iv) have been modified, repaired, or altered in any way without the express written consent of Falcon; (v) are used for purposes which they are not designed or intended; (vi) are subjected to misuse, abuse, negligence, or accident; or (vii) are grade 2 products used in educational facilities. The following costs and expenses are not covered by the provisions of this limited warranty; (i) labor costs for the removal and reinstallation of products; (ii) shipping and freight expenses required to return products to Falcon; (iii) normal maintenance; and (iv) economic losses. **THE PREVISIONS OF THIS WARRANTY DO NOT APPLY TO FINISHES.**

Falcon will replace the products that are found to be defective, provided said products are returned to Falcon within fifteen (15) days of defect.

FALCON SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES FOR ANY CLAIM WHETHER BASED ON CONTRACT; WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE), PATENT INFRINGEMENT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This limited warranty replaces all other warranties, expressed or implied, and excludes any warranties of fitness for a particular purpose or merchantability. No agent, representative, dealer, or employee of Falcon has the authority to increase or alter the obligations of this limited warranty.

Note: Should the Product be considered a "consumer product" as may be covered by the Magnuson-Moss Federal Warranty Act, please be advised that: (1) Some states do not allow limitations on incidental or consequential damages or how long an implied warranty lasts, so that the above limitations may not fully apply; and (2) This warranty gives specific legal rights and a user may have rights which may vary from state to state.

PRODUCT EXCEPTION	WARRANTY
OHC100A CONCEALED CLOSERS	5 YEARS
8200 AUTOMATIC OPERATOR	2 YEARS
ELECTRONICS/ELECTRIFIED	1 YEAR