

Terms and Conditions

These Terms and Conditions, including all writings attached hereto and writings incorporated herein by reference, if any, is intended by Buyer and dormakaba as the final, complete and exclusive statement of all of the terms of their agreement respecting the services provided under the Contract.

1. Conditions of Services

- a. All lead times will begin after receiving complete approvals of submittals, shop drawings, affecting change orders, and from approved credit application or receipt of agreed upon deposit amount.
- b. Please read proposal carefully as we will only perform work and/or provide materials contained therein.
- c. No provisions have been made for Union or Davis Bacon/Prevailing wages unless explicitly noted.
- d. All existing equipment removed by dormakaba shall be exclusive property of dormakaba.
- e. dormakaba will be responsible for scope housekeeping only. Composite clean-up crews will not be provided.
- f. We do not assume responsibility for faulty installation or broken glass by others.
- g. Clerical errors subject to correction.

2. Compensation

- a. **Payment:** Full payment is due upon completion unless credit is pre-established. For any work requiring materials purchase or scheduling, a 50% deposit is due at time of proposal acceptance. Twenty percent (20%) of the Contract value may be billed after job award. Joint check agreements may be requested at the discretion of dormakaba. If payment is outstanding for any one account, work may be stopped, and outstanding orders cancelled until account is restored. Should dormakaba require the use of collection, attorney's fees, or fees for insufficient funds, Buyer agrees that these funds will be repaid to dormakaba. dormakaba retains the right to file a lien against all or part of the property being improved. dormakaba reserves the right to add a 2.5% charge if invoice becomes delinquent beyond terms. Buyer agrees to pay a service charge of one and one-half percent (1½%) per month, commencing thirty (30) days following invoice.
- b. **Price & Tax:** Quoted price is valid for 90 days. Please validate pricing after this period of time. dormakaba reserves the right to revise quotations after 90 days. Tax is excluded unless specifically stated on proposal. This price is firm for dormakaba dimensional & design standards only.
- c. **Back-Charges:** Under no circumstances will dormakaba approve back-charges unless granted in writing by an authorized party of the company.

3. **Cancellation:** In the event an order is cancelled, it will be subject to standard 20% restocking fees, cancellation fees, engineering fees, materials & freight costs incurred, and administrative fees. Standard cancellation is 20% of order as long as no materials have been ordered. Should Buyer release material orders, Buyer will be liable for that portion of the job and 20% of the remaining amount of work unperformed/unordered.

4. **Performance & Delivery:** dormakaba shall not be liable for delays in schedule, liquidated damage, or additional costs incurred due to issues beyond dormakaba's reasonable control. Buyer shall accept a mutually acceptable secondary plan of expedited costs, substitutions, or materials purchased at additional expense. dormakaba assumes no responsibility for materials replacement if materials were previously received, inspected, and accepted by Buyer.

5. **Freight:** Lead times are based on standard requirements by factory to provide materials proposed. Ship dates will be provided as estimate only once order is placed with the factory. Adequate packaging will be provided for any normal shipping circumstance such that materials will be protected and labelled as required. Special packaging may be provided for an additional expense. Shipping will be cost effective unless expedited fees are accepted by Buyer. If materials are to be provided to job site or Buyer location, dormakaba will make an informed decision as to the best instruction to provide the shipping company. If materials are not required to have direct delivery, materials will be brought to branch for pickup by Buyer. All freight terms shall be FOB. Any claims for damage in transit or lost freight, receiving, and inspection of materials is the responsibility of Buyer. It is a requirement of Buyer to inspect and review all materials prior to accepting shipment.

6. **Site Requirements for Installation:** Our quotation is contingent upon all work being performed during normal business hours unless otherwise negotiated and a mutually agreeable schedule. This quotation is calculated on one continuous installation engagement based on acceptable site conditions where other dependent scopes have completed preparation for proposed materials (i.e. electrical work, floor work, adjacent construction). When Buyer has given authorization for work to begin, no other scopes may impede our ability to complete installation in agreed upon area. dormakaba reserves the right to invoice for costs that are incurred due to unacceptable site conditions or delays by others resulting in additional installation visits.

7. **Storage:** dormakaba reserves the right to implement a storage fee if delivery is delayed after agreed upon date. Should project timeline require storage of materials, dormakaba reserves the right to bill for those materials at the time they have been received at a dormakaba location, Buyer location, or at job site. Certificate of insurance for stored materials can be provided to buyer upon request.

8. **Submittals:** Signed acceptance by Buyer of shop drawings and/or submittals shall be interpreted as acceptance that proposed scope is the correct interpretation of construction documents. Any field verification and/or work required by others as detailed in the submittal will be provided and coordinated by Buyer.

9. **Timelines & Commencement of Work:** Work shall not begin, nor shall orders be placed for any projects until all shop drawings and submittals have been approved in writing by Buyer. Prerequisite to commencement of work is the approval of any cost changes and related scope information which have affected scheduling of work or ordering of materials. Approved credit application or receipt of agreed upon deposit amount must be received prior to commencement of work or ordering of materials. Prices are subject to undetermined escalation costs after ninety (90) days. Ship dates are approximate and subject to change.

10. **Warranty:** dormakaba will provide one (1) year warranty on materials to be free from manufacturer defects and on installation labor performed. Extended warranties are available for an additional cost. dormakaba is not responsible for defects or damages caused by wear and tear, consumable materials, vandalism, fires, storms, floods, acts of God, misuse, abuse or alteration on by any company other than dormakaba. No credit will be provided for any work completed by others during warranty term. dormakaba reserves the right to withhold the performance of warranty work if Buyer payments have become past due. Warranty work will be performed during normal business hours with our standard response times. Any warranty work taking place beyond normal business hours or with expedited response time may be billable. In the event that Buyer, its agents, employees, successors, and/or assigns tampers with, misuses, removes any parts, or adds any parts or equipment, Buyer agrees to indemnify, save and hold harmless dormakaba, its agents, employees, successors, and/or assigns, from any and all liability, damages, or losses, including reasonable attorney's fees, arising out of, or incidental to, the aforementioned conduct. dormakaba warrants that all goods manufactured by dormakaba and all services provided by dormakaba hereunder will be free from defects in workmanship and materials for twelve (12) months from the date of Delivery to the carrier, unless sold as "With All Faults", "Shop", "As Is", "As They Stand" or other similar designation. Products repaired or replaced under the warranty are warranted only through the remainder of the original warranty period.

11. **Insurance:** Insurance certificates will be provided upon request. Coverage is limited to the types and amounts that will be detailed on dormakaba's certificate. Cost for special insurance requirements such as OCIP, CCIP, is excluded from proposal.

12. **Limitation of Liability:** The statute of limitations application to all claims arising under these Terms and Conditions or otherwise shall be 180 days from the date the claim occurs. dormakaba shall not be liable for any loss, damage or injury resulting from delay in delivery or installation of the products or for any failure to perform which is due to circumstances beyond our control. The maximum liability, if any, of dormakaba for all damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from dormakaba's breach of these Terms and Conditions, breach of warranty, negligence, strict liability, or other tort, with respect to the product(s) or any services in connection with the product(s), is limited to an amount not to exceed the purchase price of the product(s). In no event shall seller be liable to Buyer for any incidental, consequential, or special damages, including without limitation, lost revenues and profits even if the dormakaba has been advised of the possibility of such damages. The right to recover damages within the limitations specified is Buyer's exclusive alternative remedy in the event that any other contractual remedy fails its essential purpose.

13. **THE CONTRACT:** Signature by the Buyer of the Proposal or Contract shall initiate acceptance of a binding contract subject to the terms and conditions set forth herein. It is incumbent upon the Buyer to review these terms and conditions and warrants by signature that the signor is a competent representative of their company. dormakaba recognizes that Buyer may desire to utilize its own form of acknowledgment or acceptance of the Proposal. However, the use of any such form shall be for convenience only. No modification of these terms shall be affected by the acknowledgment or acceptance of purchase order, shipping instruction forms, bills of lading or any other document containing terms or conditions at variance with or in addition to those set forth herein, all such varying or additional terms being hereby objected to and rejected by dormakaba and deemed to be waived by Buyer. BY ORDERING ANY SERVICES OR PRODUCTS UNDER THIS CONTRACT, BUYER AGREES TO ALL THE TERMS CONTAINED HEREIN.