

Terms of Sale

(Effective August 13, 2018)

Prices — The price list in effect on the date the customer order is received will determine billing price. Orders requiring price protection must be clearly indicated and received prior to the effective date of the price list increase. Delivery of price-protected orders will only be honored for immediate shipment. Orders requiring delivery in excess of three (3) months will be billed at prices in effect at time of shipment, unless otherwise quoted in writing by dormakaba. Prices and availability subject to change without notice.

Terms — 1% -10 days; Net - 30.

Orders — We reserve the right to decline the whole or part of orders in which price, finishes, or quantity of goods or credit status of the buyer is not satisfactory to us. We reserve the right to discontinue items or change specifications at any time without notice and without incurring any obligations. dormakaba cannot be held liable for extended delivery dates that may result in the cancellation of an order.

Acknowledgements — Acknowledgements are exact copies of the manufacturing order and should be checked upon receipt. If incorrect, please notify us immediately.

Cancellations — While dormakaba will attempt to comply with customer's telephone or written change orders and/or cancellations, we cannot guarantee that they can be accomplished before shipment. Appropriate handling charges on returns will be exercised if the order has been shipped before processing a change order request. **A cancellation or change charge will apply if any costs for material or labor have been incurred prior to notification by customer of the change.**

Shipments — Shipment dates are contingent upon conditions at the time of order acknowledgement and can be subject to delays caused by shortages of materials, strikes, or other labor problems, equipment failure, fire, flood or other acts of God, or causes beyond our control. dormakaba will not be liable under any circumstances for consequential damages arising from any delays.

Claims — All claims, whether referring to errors in prices, in filling orders, or for defective goods, must be submitted IN WRITING within 30 days after receipt of shipment. Requests for tracing of all lost shipments must be submitted IN WRITING within 30 days or the liability and risk is placed on the purchaser. All issued documents by a carrier confirming receipt of a shipment must be honored by the purchaser.

Return Goods — Returned goods will not be accepted unless authorized by a Return Goods Authorization (RGA) in writing within 120 days of invoice date. An RGA becomes void 30 days after its issue date. Credit will be given for products that are current production, new, unused, and in undamaged condition as received at the dormakaba facility. A minimum 35% restock charge will apply. For Lock returns, please call customer service at 800-523-8483 for shipping information. Exit devices should be shipped to dormakaba USA Inc. Returns Department, 1003 West Broadway, Steeleville, Illinois 62288. All other products should be shipped to dormakaba USA Inc. Returns Department, Dorma Drive, Reamstown, PA 17567. Returned material must be freight prepaid. Any exceptions to this policy will be noted on the RGA document.

To protect our customers from liability, do not sign the delivery receipt until shipment has been inspected thoroughly.

Customer is responsible to make necessary notations on the delivery receipt after inspection. Failure to note damaged items and/or shortages on the receipt releases dormakaba from all liability; therefore, customer is responsible for any replacement costs. If damage or shortage is noted, please notify your dormakaba customer service representative within 48 hours of receiving your shipment.

Product Modifications — Unauthorized modifications to dormakaba USA Inc. (dormakaba) products by a third party will void the factory limited warranty. For a full description, please refer to the LIMITED WARRANTY POLICY. Any listings and/or certifications, such as Underwriters Laboratory, ANSI/BHMA certification, and other similar listings, do not apply to products modified outside dormakaba's U.S. plants. Any modified product cannot be advertised, promoted or sold as a dormakaba product. The party, or parties, modifying dormakaba products bear sole and complete responsibility for the modified product.