

**1. GENERAL TERMS**

dormakaba Canada Inc. (formerly "Keyscan Inc.") reserves the right to change any or all prices, effective 30 days after delivering a notice of price list change and/or a revised price list. Effective date of change may be delayed or modified at dormakaba Canada's discretion. Prices in effect at time of order apply. All pricing is F.O.B. dormakaba Canada's facility, Whitby, Ontario, Canada. dormakaba Canada will not be liable for any loss or damage to goods while in transit.

To eliminate order discrepancies, dormakaba Canada requires all orders to be sent to dormakaba Canada in writing by email (eadorders.ca@dormakaba.com) or fax 905-430-7275.

**2. PAYMENT TERMS**

Terms of sale are 'Prepayment with Order' unless prior credit arrangements are established. If credit arrangements are established, the standard terms of sale are Net 30 Days. No shipments will be made to any customer with a past due account. Any account that is past due by more than 90 days will automatically be sent to a commercial credit and collection agency.

**3. PURCHASE ORDERS**

All purchase orders should include billing and shipping addresses, level of shipping service (Overnight/Red, 2-Day / Blue, 3-Day/ Orange, Standard/Ground), courier account number (if shipping on 3rd party account), contact name and telephone number. If delivery method is not specified on your purchase order, the default shipping method will be UPS Blue (two day) for U.S. orders and UPS Ground for Canadian orders. Purchase Orders must contain correct pricing; any pricing discrepancies must be corrected in writing.

**4. ORDER CONFIRMATIONS**

Order Confirmations will be sent out via email/fax within 48 hours (2 business day) after receipt of Purchase Order.

**5. DROP-SHIP ORDERS**

dormakaba Canada will accept requests to drop-ship directly to your customer or job site. For U.S. orders, if shipping method is not specified, they will be sent UPS Blue to ensure brokerage fees are not charged to your customer.

**6. ORDER TURN AROUND TIMES**

Orders for stock items received prior to noon Eastern Time will be shipped within 3-4 business days. Stocking orders will be shipped within 5 business days from date of receipt. dormakaba Canada will endeavor to accommodate urgent requests or special non-stock item orders on an individual basis depending on both product availability and warehouse resources. Large stock orders will be shipped as soon as is possible and will depend on availability and warehouse resources.

**7. BACK ORDERS AND PARTIAL SHIPMENTS**

dormakaba Canada will provide notification of the estimated ship date of any back-ordered items.

**8. PRE-ORDERS**

Orders for stock items may be placed in advance with a requested ship date. dormakaba Canada welcomes these orders for stock items and they will be accepted if the requested ship date does not exceed 14 days. dormakaba Canada will set aside stock specifically for the pre-order and will not ship or invoice for these products until the requested date. This ensures that stock is available and that there is sufficient time to process and pack the order so that deadlines are met. These pre-orders cannot be modified or cancelled.

**9. SPECIAL ORDER PRODUCTS**

Special orders are defined as orders for any product and/or service that is not listed in the Keyscan Price List specifically identified as such. Special orders have a minimum order value of \$5,000.00 either USD or CAD. Special orders below the minimum value will not be accepted.

Special orders require a 50% deposit of the total to be provided at time of order. The remaining 50% of the order value must be paid before shipping. Please note that due to the nature of some special order projects, some special orders may incur additional handling charges or require upfront payment in full. Please contact dormakaba Canada for more details.

Lead time unless otherwise specified will be a minimum of 20 – 25 business days to dormakaba Canada. Please allow additional time for handling and shipping from dormakaba Canada to the customer, per the details specified on the order.

**NOTE:** Special orders cannot be cancelled. All special orders are sold on a final, non-cancellable, non-returnable and nonrefundable basis.

**10. NON-STOCK ITEMS**

For those items marked as Non-stock on the price list, dormakaba Canada may request a deposit or full payment before accepting the order. Lead time, unless otherwise specified will be a minimum of 20 – 25 business days to dormakaba Canada. Please allow additional time for handling and shipping from dormakaba Canada to the customer, per the details specified on the order.

**NOTE:** Non-stock orders cannot be cancelled. All non-stock orders are sold on a final, non-cancellable, non-returnable and nonrefundable basis.

#### **11. MERCHANDISE RETURN POLICY**

Refer to published RMA Policy Guide (revision October, 2013).

#### **12. MINIMUM ORDER PURCHASE POLICY**

All orders of stock equipment under \$300.00 will be subject to a \$50.00 handling charge.

#### **13. CREDIT CARD PURCHASES**

dormakaba Canada will accept payment for orders by credit card. dormakaba Canada accepts either VISA or Mastercard. Orders to be paid by credit card will only be accepted at time of order.

#### **14. SELLER'S RIGHT OF POSSESSION**

In addition to all remedies dormakaba Canada may possess, it shall have the right at any time for credit reasons or because of customer's defaults, to withhold shipments in whole or in part, to recall goods in transit, retake same and repossess all goods which may be stored, without the necessity of taking any other action. Customer consents that all merchandise so recalled, retaken or repossessed shall become the absolute property of dormakaba Canada, provided that customer is promptly notified of such action and is given full credit therefore.

#### **15. PRODUCT INSTALLATION AND OPERATION**

Customer assumes all responsibility for the proper selection, installation, operation, maintenance and adherence to any and all federal state/provincial, municipal building and fire codes of the merchandise purchased from dormakaba Canada. dormakaba Canada SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, CONTINGENT, SPECIAL OR INCIDENTAL DAMAGES whatsoever, except as specifically set forth in the LIMITED WARRANTY.

#### **16. LIMITED WARRANTY**

dormakaba Canada warrants that all its manufactured products shall be free of defects in materials and workmanship under normal use for a period of two years from the date of purchase. In fulfillment of any breach of such warranty, dormakaba Canada shall, at its option, repair or replace defective equipment upon return to its facilities. This warranty applies only to defective parts or workmanship. This warranty does not apply to damage that occurred during shipping or handling or damage due to causes beyond the control of dormakaba Canada such as lightning, excessive voltage, mechanical shock, water damage or damage arising out of abuse, alteration or improper application of the equipment.

This warranty does not extend to products distributed by dormakaba Canada that are manufactured by 3rd parties. The original equipment manufacturer's warranty shall apply.

The foregoing warranty shall apply only to the original customer and is and shall be in lieu of any and all other warranties, whether expressed or implied and of all other obligations or liabilities on the part of dormakaba Canada. This warranty contains the entire warranty. dormakaba Canada neither assumes nor authorizes any other person purporting to act on its behalf to modify or to change this warranty nor to assume for it any other warranty or liability concerning this product.

In no event shall dormakaba Canada be liable for any direct, indirect or consequential damages, loss of anticipated profits, loss of time or any other losses incurred by the customer in connection with the purchase, installation or operation or failure of this product.

#### **WARNING**

dormakaba Canada recommends that the entire system be completely tested on a regular basis. However, despite frequent testing and due to but not limited to criminal tampering or electrical disruption, it is possible for this product to fail to perform as expected.

## Warranty Terms

dormakaba Canada warrants that all its manufactured products shall be free of defects in materials and workmanship under normal use for a period of two years from the date of purchase. In fulfillment of any breach of such warranty, dormakaba Canada shall, at its option, repair or replace defective equipment upon return to its facilities. This warranty applies only to defective parts or workmanship. This warranty does not apply to damage that occurred during shipping or handling or damage due to causes beyond the control of dormakaba Canada such as lightning, excessive voltage, mechanical shock, water damage or damage arising out of abuse, alteration or improper application of the equipment.

This warranty does not extend to products distributed by dormakaba Canada that are manufactured by third-parties. The original equipment manufacturer's warranty shall apply.

The foregoing warranty shall apply only to the original customer and is and shall be in lieu of any and all other warranties, whether expressed or implied and of all other obligations or liabilities on the part of dormakaba Canada

This warranty contains the entire warranty. dormakaba Canada neither assumes nor authorizes any other person purporting to act on its behalf to modify or to change this warranty nor to assume for it any other warranty or liability concerning this product.

In no event shall dormakaba Canada be liable for any direct, indirect or consequential damages, loss of anticipated profits, loss of time or any other losses incurred by the customer in connection with the purchase, installation or operation or failure of this product.

**dormakaba Canada's Keyscan product warranty code table**

Warranty Code	Term of Warranty
<b>A</b>	Two years
<b>B</b>	One year
<b>C</b>	Lifetime (third-party manufacturers)
<b>D</b>	Three years
<b>E</b>	Kit Warranty: CA150WL/CA150WLN – Two (2) Years; PIM400-485 / GNDE – One (1) Year (Third-Party provided) from date of installation. Not to exceed two (2) years from date of Manufacture.
<b>F</b>	PIM400-485: One (1) Year (Third-Party provided) from date of installation. Not to exceed two (2) years from date of Manufacture.
<b>H</b>	Limited Lifetime (third-party manufacturers)
<b>J</b>	Refer to Software EULA document for Limited Warranty details for Licensed Basic Software
<b>K</b>	Media Replacement Warranty of 90 days. No additional Software Warranty. Refer to original Software EULA for details. For Software License Modules
<b>M</b>	30 Day Miscellaneous Parts Warranty – Firmware, Cables
<b>N/A</b>	Warranty Not Applicable