

Conditions of Sale

federal court located in Colorado. Buyer agrees that services of process may be made by mailing a copy of the summons and complaint to Buyer at its address set forth in Seller's records. In recognition of the higher costs and delay which may result from a jury trial, Buyer and Seller expressly waive any right to trial by jury of any claim arising out of the sale of goods by Seller to Buyer, whether sounding in contract, tort, or otherwise. Buyer and Seller consent and agree that any such claim, demand, action or cause of action shall be decided by a court trial without a jury, and either party hereto may file an original counterpart of a copy of this writing with any court as written evidence of the consent of the parties hereto to the waiver of their right to trial by jury.

MISCELLANEOUS

Choice of Law. All contracts between Seller and Buyer shall be governed by and construed in accordance with the laws of the State of Colorado.

No Waiver. No failure to exercise and no delay in exercising any right, power or remedy under any agreement between Seller and Buyer shall impair any right, power or remedy which Seller may have, nor shall any such delay be construed to be a waiver of any such rights, powers or remedies, or any acquiescence in any breach or default under any agreement between Buyer and Seller.

In the interest of personal security and safety, all lockset and latchset functions that may be used on exterior doors, will be shipped from the factory with deadlocking latches only.

Falcon Lock reserves the right to discontinue any design, function, finish or change any specification without notice.

Falcon Lock is not responsible for any alterations, additions or modifications to Falcon's products by any person or firm.

This price list constitutes the complete and entire statement of the terms on which we sell our products and supersedes any prior agreements or understandings relating to the subject matter hereof.

Falcon Lock reserves the right to discontinue direct sales to any customer who does not meet our annual minimum sales volume. The current annual NET purchase requirement is \$30,000.00.

Falcon Lock reserves the right to change this annual minimum of net purchases at any time. Annual purchases shall be determined on the basis of accepted, noncancelled orders received during each calendar year. This requirement is necessary because our administration, sales and service costs to keep an account open may exceed any profit which might be realized below the level of this minimum.

Any customer who is discontinued as a direct account is invited to continue their Falcon purchases through Falcon Distributors.

LIMITED WARRANTY

All Falcon Lock products are warranted against defects in workmanship, materials, and/or operation subject to ordinary wear and tear as it pertains to particular installations. However, we do not warrant against defects due to improper installation or failure to exercise normal maintenance, nor against the consequences or uses for which our products were not designed. Falcon's only obligation, whether in tort, contract or under this warranty or any express or implied warranty, is to repair or replace, at its option, any of its products determined by Falcon to have been defective within one year after Falcon's shipment of the same to Falcon's customer. This determination can only be made when the products are returned for inspection to the factory with shipping charges prepaid. Falcon shall not pay any repair costs performed by others unless Falcon has given prior written approval to incur the costs on its behalf. Products repaired or replaced under this warranty are warranted only through the remainder of the original warranty period.

THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES. IMPLIED WARRANTIES SHALL BE LIMITED

TO THE DURATION OF THE WARRANTY PERIOD OF THIS EXPRESS WARRANTY. FALCON SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY TORT LIABILITY FOR NEGLIGENT DESIGN OR MANUFACTURE OF THIS PRODUCT. (Some states do not allow limitations on how long an implied warranty lasts or prohibit the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusions may not apply in your state.)

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.

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.

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 Mechanical Security Customer Service department.

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.