

Terms:

2% Twenty days, 35 days net from date of invoice. Minimum single invoice \$100 net plus shipping.

Prices:

Unless firm prices have been quoted in writing for special projects, all prices are subject to change, and prices in effect on the date of shipping will apply. Prices apply to standard domestic packaging. Errors and omissions in pricing are subject to correction.

Shipments:

All domestic shipments for orders less than \$5,000 net are F.O.B. Locknetics factory. **FREIGHT ALLOWANCE:** Net orders of \$5,000 or greater will ship freight pre-paid for orders that ship within the continental U.S.A. Purchaser assumes risk of loss upon tender of goods to carrier.

Acceptance Orders:

All orders must be accepted by Locknetics' Customer Service/Order Entry Department. It is the Purchaser's responsibility to assure that Locknetics' order acknowledgment is accurate.

Claim and Notice of Non-conformity:

Goods must be inspected promptly. Claims relating to non-conformity of goods or shipments must be reported within ten (10) business days following receipt of goods. All notices and claims must include Purchaser's purchase order number or Locknetics invoice number. Unless written notice of a claim or non-conformity is given within such ten-day period, the claim shall be barred.

Locknetics' liability for any non-conformity in goods or shipments is expressly limited to replacement of the goods or return of the purchase price, together with transportation charges, if any, incurred by the Purchaser. **PURCHASER SHALL NOT BE ENTITLED TO CLAIM CONSEQUENTIAL DAMAGES FOR ANY NON-CONFORMITY OR DEFECT IN THE GOODS.**

Cancellations:

Orders and/or items may be canceled only with Locknetics' written consent. If consent is given, Locknetics reserves the right to impose a cancellation charge.

Returns:

Returns will not be accepted without prior approval and a Returned Goods Authorization number, issued by Locknetics' Customer Service Department. All returns are subject to a re-handling charge, which will be indicated on the Return Goods Authorization Form.

Purchaser must provide invoice number and information regarding original date of shipment with all returned goods.

Engineering Service:

Engineering Services are available for certain products and for system support documentation. Charges for custom drawings and documentation for security system layout or design should be requested at the time of the original quotation. Charges or estimates are based on information provided to Locknetics and are subject to actual time expended.

To eliminate the possibility of errors or omissions, all contacts with Locknetics' Sales Engineering Department must be in writing. Although the Sales Engineering Department will discuss concept and feasibility by telephone, Locknetics assumes no responsibility for verbal communications regarding product use and applications. **LOCKNETICS SHALL NOT BE BOUND BY ANY STATEMENT RELATING TO SYSTEM DESIGN OR PRODUCT APPLICATIONS UNLESS SUCH STATEMENT IS MADE IN RESPONSE TO A WRITTEN REQUEST, AND IS IN WRITING, SIGNED BY A TECHNICAL SUPPORT REPRESENTATIVE. ALL PRODUCT APPLICATIONS MUST BE APPROVED IN WRITING BY LOCKNETICS' TECHNICAL SUPPORT DEPARTMENT.**

Representations and Warranties:

Electromagnetic locks are covered under a Lifetime warranty discussed in detail on page 4 of Locknetics Price Book 16. All other catalog products, including electronic control modules on-board electromagnetic locks, are guaranteed for one year from date of shipment against defects in parts or workmanship, when installed in accordance with instructions. Warranties do not apply to products which have been modified, damaged, abused, misused, or subjected to abnormal use or neglect.

No agent, employee or representative of Locknetics has authority to bind Locknetics to any oral affirmation, representation or warranty, other than set forth above. LOCKNETICS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. "Fail Safe" and "Fail Secure" are definitions only. Use of these terms is not a performance warranty, but merely a descriptive term used to characterize a design feature.

Taxes:

Purchaser is responsible for all taxes or charges in lieu of taxes now or hereafter imposed on the sale or transportation of goods purchased, except for income or similar taxes imposed on Locknetics.

Governing Law:

The rights and obligations of Locknetics and Purchaser shall be governed by and construed in accordance with the laws of the State of Connecticut.

No Modification:

These terms and conditions of sale cannot be modified or amended without Locknetics' written consent. Locknetics shall not be bound by the terms or conditions of any purchase order, order acknowledgment, or other form submitted by purchaser unless Locknetics has consented in writing to such terms.

Warning:

The items listed in this price book may require the services of an individual who is trained in the application and installation of life safety and security equipment. All wiring must be in compliance with current NEC guidelines.