

**Traka, an ASSA ABLOY Group Brand
Terms & Conditions**

Traka, a division of ASSA ABLOY and all of its current and future associated companies, subsidiaries and operating brands reserve the right to decline an order, in whole or in part, when the type or quantity of goods or credit worthiness of the Purchaser is not satisfactory to us in our sole and absolute discretion.

The terms and conditions contained herein constitute the entire agreement between the parties. Purchase Orders, Quotations ("Quote") requests, Acknowledgements or the like issued by the Purchaser that have contrary standard terms and conditions are not binding on Traka unless such terms and conditions are approved in a separate written agreement by Traka's authorized representatives. In the event of an acceptance of Purchaser's Purchase Order by Traka, the Purchaser agrees that such acceptance is solely conditioned on Purchaser's acceptance of the terms and conditions set forth in this instrument, regardless of the terms and conditions specified in the Purchaser's Purchase order. The terms and conditions in Purchaser's Purchase Order which conflict with terms and conditions of this instrument shall be disregarded and are hereby rejected, and this instrument shall constitute the entire agreement between Traka and the Purchaser. In the event that Traka does not enforce or require strict performance of any term or condition hereof, or of any other document, instrument or other agreement relating to goods sold, such lack of enforcement or requirement of strict performance will not waive, affect or diminish any right of Traka to enforce or require strict performance of such term or condition in the future.

Prices: All prices are subject to change without notice and are not guaranteed. All shipments will be made at prices in effect at the time of order acceptance and within the "valid until" period expires. Possession of price lists does not constitute an agreement to sell. Acknowledgements, invoices and quotations are on an "Errors and Omissions Excepted" basis (commonly referred to as E.O.E.). We reserve the right to correct clerical, stenographic and other obvious errors at any time.

Terms: It is understood that Traka will impose and charge a late fee of 2% per month or the highest rate allowed by law on any amount which becomes past due and delinquent. Additionally, the Customer shall be responsible for all collection costs, court costs and reasonable attorney's fees in connection with the recovery of any delinquent amount.

Quotations: If Traka elects to offer a quote, such quote will be valid for ninety (90) days. Complete shipment of "ready to ship" orders must be accepted by Purchaser within 30 days from the date of issuance. If not accepted, Purchaser agrees to pay the entire balance due on that order, less professional services. The quote number must be referenced on the order.

Terms of payment: Payment for hardware is due upon build and shipment from Traka, Traka, Plc or any of its partners, any remaining balance due upon installation unless otherwise agreed in writing and subject to the terms and conditions of sale. Any orders over approved credit limit will require the difference to be paid in full prior to shipping. Any single orders over \$500,000 USD require 50% prepayment when PO is received.

Warranty: All Traka products are provided with a 24-month warranty with normal wear and tear. During this warranty period we will provide parts at no cost to repair any fault caused through manufacturing defect. Traka guarantees all products tested and working in accordance with customer requirements prior to shipment. Any neglect, "Acts of God", poor storage conditions or mishandling from the purchasing party or its affiliates is not covered under warranty. Anything not covered by carrier insurance is the responsibility of the purchasing party.

Changes / Cancellation of Orders: Changes or cancellations to key management system orders that have been released to production will be subject to a charge of 50% unless replaced by a new order and otherwise agreed by both parties. Changes or cancellations to locker solution orders in which drawings have been approved and is released to production will be subject to a 100% cancellation fee unless otherwise agreed by both parties. Additional handling charges may be added to Customer's original order in the event of cancellation. All change requests must be submitted in writing to Customer Service support@trakausa.com and are subject to pricing changes.

All changes must reference the original quote number. The Quote is null and void if the Purchase Order does not include ALL product lines listed on the Quote or if the quantities for an item covered by the Quote deviate by 10% or more. The Purchaser will have to solicit a new quotation. With the issuance and acceptance of a Quote for the purchase of products, the Purchaser agrees that products so purchased will not be resold or transferred to any Distributor not authorized by Traka to sell its products. This would be inclusive of branches of the quoted Distributor. Failure to abide by this restriction may result in the Distributor's ineligibility for Quotes, or other actions at Traka's discretion. Traka and its sales representatives reserve the right, in their sole discretion and for any reason, to refuse a request to quote a price other than standard published list price and regardless of whether Traka or its sales representatives have previously quoted discounted on some or all of its orders.

PROFFESIONAL SERVICES

Standard installation availability is Monday – Friday, excluding holidays, between the hours of 7am – 6pm local time. In the event an out of hours installation is required, additional costs are applicable at a minimum published one (1) day rate for Onsite Installation, Part Number - SERV-INST-ONSITE. Actual quoted costs will be based on out of hours installation requirements. Any changes or availability to site which vary from agreed upon schedule and the pre installation form requirements are billable at a (per day) published rate for Onsite Installation, Part Number - SERV-INST-ONSITE. Any changes or cancellations must be made with at least one week notice (7 calendar days) in writing prior to scheduled installation date or will be subject to a cancellation fee of \$500 plus any cancellation or “no show” fees associated with rescheduling reservations.

SUPPORT

Standard support hours are Monday – Friday between the hours of 8:30am – 6:30pm EST. In the event after hours support is required and technician availability solely at the discretion of Traka USA, LLC, additional costs are applicable at a minimum published one half (1/2) day rate for Remote Systems Programming, Part Number - SERV-INST-REMOTE. Actual quoted costs will be based on service provided.

Special Orders: Custom or Special order solutions may be subject to extended lead times which are relative to the time required in obtaining the necessary information for order processing. Manufacturing lead time will begin once all information is received to process an order and has been approved and accepted by both parties. Traka will use reasonable efforts to deliver products as estimated, but makes no guarantee as to delivery dates and does not consider delivery delays as a valid reason of cancellation. Traka, will not be liable for back charges incurred based on availability of materials or as a result of delays in delivery caused by insufficient information provided by end user. Traka will not be held responsible for delays in delivery caused by strikes, fires, floods or any other causes beyond our control, including the delivery of material to us. Under no circumstances shall Traka be liable or accountable for consequential damages due to failure of delivery. Unless your order specifies otherwise, partial shipments will be made on or after the scheduled delivery date.

Terms of Shipment: Carriers carry limited insurance. If the customer requires additional insurance coverage it must be agreed in writing by both parties. All claims for damage are the responsibility of the purchaser. Traka will assist the purchaser with documentation necessary to make a claim if requested to do so by the purchaser. Traka will ship via the best possible carrier. Any claims for shortages or damage to the carrier must be made by the customer directly to the carrier and are subject to their terms and conditions.

Governing Law: The rights and obligations of the parties shall be governed by the laws of Florida, excluding any conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this.

Force Majeure: Traka shall not be liable for its failure to perform due to any contingencies beyond its control, including but not limited to acts of God, fires floods, wars, sabotage, accidents, labor disputes, shortages, government laws, ordinances, rules and regulations. Traka shall not be liable for its failure to deliver due to its inability to obtain materials, equipment failure, labor actions, transportation issues or any similar contingencies. In the event of delays due to the aforementioned contingencies, the date of delivery will be postponed by such length of time as the circumstances dictate.

Copyrights and Patents: All products in Traka catalogues, brochures and price lists are either patented, copyrighted or registered by Traka, Plc or Traka, an ASSA ABLOY Group Brand and cannot be used in any way without written permission.

Billing & Payment Terms

Billing Information

Company Name:
Contact Name:
Address:
Phone:
Fax:
Email:

Payment Terms

- Cost of equipment hardware due upon shipment, any remaining balance due upon installation.
- Professional Services and Software balance due upon installation and activation.
- All payment Terms are Net 30 days unless otherwise agreed in writing.
- Traka will enforce a late fee of 2% cumulative penalty per month until balance is paid in full.
- Any accounts that exceed >90 days delinquency will be put on account hold and will remain on hold and not eligible for new orders until debt is settled.
- Any accounts that exceed >90 days delinquency will not be eligible for technical onsite or phone support until debt is settled.
- Any accounts that exceed >90 days delinquency will be eligible for collections as deemed appropriate by Traka. Purchaser is responsible for all associated costs.

By signing below I agree that I am authorized to sign on behalf of purchaser. I understand and consent to the terms and conditions listed above.

<i>Print Name:</i>	<i>Title:</i>
<i>Signature</i>	<i>Date:</i>