

TERMS AND CONDITIONS OF SALE

The terms and conditions contained herein shall govern the sale of all Stanley products located in the Stanley price catalog and/or offered for sale by Stanley Security Solutions, Inc., except for those products as set forth under separate Stanley Value Added Reseller Agreements. The acceptance of any order is expressly made conditional upon your assent to these Terms and Conditions of Sale.

PRICES: Stanley reserves the right, in its sole discretion, to change or amend its price list (including, but not limited to, adding or removing Products from the price list), and standard terms and conditions of sale as contained in its catalogs, price list or published sales policies, without incurring any liability whatsoever to its Customer or others. All orders will be filled at the Stanley List Price in effect at the time of order placement. All prices are subject to change without notice and are not guaranteed.

TAXES: List prices do not include federal, state or local taxes.

ORDERS: No order for Products shall be deemed to have been accepted by Stanley until written notice of its acceptance is received by the Customer from Stanley via an order acknowledgement. Stanley reserves the right, in its sole discretion, to decline to accept any order. Purchase Orders will bind Stanley only to the extent accepted by Stanley's written confirmation or delivery.

Stanley will attempt to fill orders in the order in which they are received, subject to prior orders. However, Stanley reserves the right to allocate orders or fill an order or orders ahead of prior orders, if, in its judgment, the facts warrant such a change.

Any additional provisions in a Purchase Order, including any pre-printed terms, shall be void and not binding on Stanley, unless expressly accepted by Stanley. For greater certainty, the acceptance by Stanley of a Purchase Order shall not be deemed acceptance of the additional terms of such Purchase Order.

Stanley will accept orders via phone, email, fax or courier. Stanley will send out an order acknowledgement for all orders received via email, phone or fax.

Note: Receipt or possession of this price catalog does not grant approval to quote or purchase Stanley products. Please contact your Stanley Sales Representative for further details.

KEYING SYSTEM ORDERS: All orders of keying systems specifying delayed fulfillment must be fulfilled within twelve (12) months of the order date. Said request for fulfillment must include complete keying instructions for the order to be acknowledged with an estimated delivery date. Failure to properly request fulfillment of the order within twelve (12) months of the order date will make the order void and nonrefundable.

SPECIAL ORDERS: Any modification to a standard product configuration is considered a special order. No credits will be issued for returned special orders unless authorized by Stanley Customer Service.

INCOMPLETE ORDERS: An incomplete order is one that is not fully specified according to the appropriate nomenclature required for that product. Any incomplete order will not be entered and will be referred to the appropriate Stanley Sales Representative for resolution.

SAMPLES: Please contact your local Stanley Sales Representative for sample requests.

MINIMUM CHARGE: The expense of handling an order necessitates a minimum charge of \$50.00 net per invoice.

CREDIT LIMITS: Stanley's policy is to extend Net 30-day terms/open account combined with a credit line based on financial capacity. For all accounts Stanley requires a Credit Application and Sales Tax Exempt Certificate (if applicable). Stanley evaluates traditional sources of credit information: D&B, trade and bank references, financial information, and business plans. The supply of credit herein shall be at the discretion of Stanley. If available information and/or financial circumstances will not support open accounts terms, Stanley offers Cash in Advance and Credit Card (MasterCard or VISA) terms. Stanley performs periodic reviews of credit lines and terms of payment and may request updated financial information.

Stanley reserves the right to withhold delivery of Product if Customer does not meet Stanley's credit requirements for the amount of Product ordered, or the amount of Product which remains unpaid (whether or not overdue) exceeds the limit established by Stanley for Customer. Customer shall provide, at Stanley's request, an acceptable letter of credit or guarantee or security in a form and amount determined by Stanley.

If Customer shall become overdue on its account or otherwise defaults in any payment to Stanley or if its financial condition shall at any time appear inadequate to warranty further

shipment on an open account basis, Stanley shall have the right, without liability, to refuse to accept any or all orders, to cancel any and all orders, to delay shipments, or to require advance payment before accepting or shipping any orders. All orders and all shipments are subject to approval by the Stanley Credit Department.

PAYMENT TERMS: Stanley standard payment terms are 2% 15, net 30 days from date of invoice.

Effective September 28, 2014, a \$45.00 convenience fee will apply to all payments made by Credit Card towards open invoices on your account. You may choose to pay by credit card by reaching out to your Credit Analyst directly in order to process payment. You can avoid paying the \$45.00 convenience fee by enrolling and paying open invoices via Billtrust Invoice Gateway (<https://secure.billtrust.com/stanleymechnical/ig/signin>) with an ACH Payment (bank transfer from checking or savings account) free of charge. Payments by check, or money order should continue to be sent directly to the remit-to address noted on invoices.

Stanley shall be entitled to charge and Customer shall pay interest on overdue invoices at the rate of two percent (2%) per month calculated from the date of the invoice to the date of payment, including any attorney fees incurred by Stanley resulting from the collection of such overdue payment. Customer shall pay all sums owing to Stanley without any deduction or abatement and Customer shall have no right of set-off.

In the event that Customer disputes any portion of the payment due, Customer shall be obligated to pay the balance which is not the subject of dispute

Without limiting any other rights it may have under these terms of sale and applicable law, all of Stanley's obligations under this Agreement, including obligations of supply, or any Purchase Order, can be suspended or cancelled should Customer be delinquent in making payment for previously shipped Products.

INTERNATIONAL SALES:

International Resellers located outside of the United States of America who place orders are subject to and must pay by (1) Cash in Advance, (2) Confirmed Irrevocable Letter of Credit, (3) Standby Letter of Credit.

All international shipments shall be FCA (Incoterms 2010) from Stanley's facility in Indianapolis, Indiana USA. Stanley shall be deemed to have delivered all Products and related

goods when such are put in the custody of a carrier at Stanley's plant or warehouse above, at which time all title and risk of loss or damage shall pass to Customer.

SHIPPING/FREIGHT:

All Products shall be shipped FOB Origin domestic or FCA International (INCOTERMS 2010) from Stanley's facility in Indianapolis, Indiana USA. Stanley shall be deemed to have delivered all Products and related goods when such are put in the custody of a carrier at Stanley's plant or warehouse above, at which time all title, risk of loss or damage shall pass to Customer. All shipments will be made in accordance with the preferred routing, carrier assignments, and operational guidelines of Stanley. Customer shall bear all costs of freight, insurance and associated costs and shall make all arrangements for same.

Single or combined shipments including Stanley lock sets, exit devices, hinges and door closers will be considered for free freight with orders at or above \$5000 net (product combination must be on same purchase order). Orders less than \$5,000 will be shipped freight prepaid with shipping cost added to the invoice, including a nominal freight charge to be determined by Stanley at time of shipping.

Hinge only orders will be considered for free freight with orders at or above \$750 net. Orders less than \$750 will be shipped freight prepaid with shipping cost added to the invoice, including a nominal freight charge of 6%.

These freight terms apply only to a single destination within the contiguous United States.

Should a shipment qualify for one of Stanley's free freight programs, the Products shall be shipped FOB Origin domestic (with exception to prepaid freight) or FCA International (INCOTERMS 2010) (with exception to prepaid freight) from Stanley's facility in Indianapolis, Indiana USA.

DELIVERY: Orders shall be acknowledged and given a scheduled delivery date based on estimated manufacturing lead times. Manufacturing lead time will begin once all information is received to process an order. Delivery dates given by Stanley as part of order acknowledgment for accepted orders for Products or related goods will be honored by Stanley on a best effort basis. Shipping dates shown on order acknowledgments are based upon Stanley's estimate and cannot be guaranteed. Stanley will not be liable for any loss or damage resulting from delay in filling orders, including any direct or consequential loss or damage. Stanley reserves the right to make partial shipments unless the order specifies otherwise.

CHANGES/CANCELLATIONS: After orders are entered for manufacturing, changes or cancellations cannot be accepted without Stanley written permission, and may be subject to a change or cancellation charge equivalent to 30% of the purchase price.

Orders for special and/or custom designed goods not immediately saleable to another customer are not changeable, cancelable, or returnable.

RETURNED GOODS: Stanley Customer Service MUST authorize all returns. All goods must be returned in original packaging and be in resalable condition except for warranty returns. Use fax number 888-214-1918 for returned goods authorization only. Only goods with an invoice date of less than one (1) year will be considered for a Return Goods Authorization (RGA). All material returned to Stanley, regardless of the reason, must have a correct RGA number applied to the outside of the shipping carton. A restocking charge of 30% of the purchase price will be applied to the Customer's account except for warranty returns.

Transportation charges of returned goods must be prepaid by Customer. All goods must be returned within sixty (60) calendar days of RGA issue date. All goods must be returned in original packaging and be in resalable condition except for warranty returns. Product not returned in salable condition or after sixty (60) days of the RGA issue date is subject to disposal by Stanley with no credit issued. RGA requests are initiated by an e-mail to: SSS-CSHelp@sbdinc.com.

Stanley cannot authorize the return of discontinued product. Under no circumstances will special order items be accepted for return, unless covered by warranty.

EXPORT REGULATIONS: Customer agrees to conform to, and abide by, the export laws and regulations of the US, including, but not limited to, the Export Administration Act of 1979 as amended and its implementing regulations. Diversion contrary to US laws and regulations is prohibited.

MASTERKEYING: Stanley Masterkey Code and Masterkey Service Policy can be found at www.bestaccess.com.

LIMITED WARRANTY: The terms and conditions outlined above are subject to Stanley's Limited Warranty, which is included in the Stanley Price Catalog and is incorporated herein by reference. Upon return of a defective product, Stanley shall either repair or replace the product, in its sole discretion, in accordance with our standard warranty

EXCEPT AS SET FORTH HEREIN, STANLEY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AND BUYER ACKNOWLEDGES THAT NO REPRESENTATIONS, WARRANTIES, PROMISES OR

STATEMENTS HAVE BEEN MADE BY STANLEY, WITH RESPECT TO THIS PRODUCT, OR ANY PART OR PORTION THEREOF. IN ADDITION, STANLEY MAKES NO WARRANTY OF MERCHANTABILITY OF THIS PRODUCT OR ANY PART OR PORTION THEREOF, FOR ANY PURPOSE, NOR ANY WARRANTY WHICH EXTENDS BEYOND THE DESCRIPTION ON THE FACE HEREOF. STANLEY SHALL NOT, IN ANY EVENT, BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES SUFFERED BY BUYER OR ANYONE CLAIMING BY, THROUGH OR UNDER BUYER, AS A RESULT OF THE CONDITION OF THIS PRODUCT, OR ANY PART OR PORTION THEREOF, AND THERE ARE NO ORAL OR WRITTEN UNDERTAKINGS OR AGREEMENTS OF ANY TYPE PROVIDED BY STANLEY EXCEPT AS EXPRESSLY SET FORTH HEREIN. 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 AND EXCLUSIONS MAY NOT APPLY IN YOUR STATE.

GOVERNING LAW: These Terms and Conditions of Sale and any subsequent sales agreements between Stanley and Customer shall be construed in accordance with the laws of the State of Indiana. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

DISPUTES: Any dispute between you and Stanley concerning the sale of any Stanley product or service shall be submitted to final and binding arbitration as the sole and exclusive remedy for such controversy or dispute, provided, however that Stanley may commence action against you in a court of law for infringement of Stanley's intellectual property rights. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY. Any claim required to be submitted to arbitration shall be made by filing a demand for arbitration within one (1) year following the occurrence first giving rise to the claim. The right and duty of the parties to resolve disputes by arbitration shall be administered exclusively by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures then in effect. The decision and award of the arbitrator shall be final and binding and the award so rendered may be entered in any court having jurisdiction thereof. The arbitration shall be held and the award shall be deemed to be made in the city of Indianapolis, Indiana, United States of America. Each party shall bear all of its own costs of arbitration, except that the fees of the arbitrator shall be divided equally between the parties. The arbitrator shall have no authority to amend or modify these Terms and Conditions of Sale or to award punitive or exemplary damages, and the award may be enforced by judgment in a United States Court of Law.

LEGAL NOTICE FOR NEW JERSEY RESIDENTS: Under the New Jersey Truth-in-Consumer Contract, Warranty and Notice ACT ("TCCWNA"), N.J.S.A. 56:12-14 et seq., consumers may not be offered any written contract which includes any provision that violates any clearly established legal right of a consumer, or responsibility of a seller, as established by state or federal law. In addition, under the TCCWNA, no consumer contract may state that any of its provisions are or may be void, unenforceable or inapplicable in some jurisdictions without specifying which provisions are or are not void, unenforceable or inapplicable in New Jersey. Therefore, the following provisions of these Terms and Conditions of Sale shall not be applicable to New Jersey residents: (1) in the "LIMITED WARRANTY" section, the provision concerning the exclusion or limitation of certain damages is not applicable to New Jersey residents with respect to punitive damages, loss of data, and loss of or damage to property and (2) in the "Disputes" section, (a) the provision which limits the time within which claims against us must be brought, and (b) the provision concerning the exclusion or limitation of certain damages is not applicable to New Jersey residents with respect to punitive damages, loss of data, and loss of or damage to property.