

## Allegion Canada Inc. General Terms and Conditions of Sale and Service

**1. GENERAL/ACCEPTANCE.** (a) This Agreement contains the only terms and conditions by which Company will quote and sell Deliverables to Customer; (b) The terms "purchase order" or "order" for the purposes of this Agreement include the term "request for quotation," as appropriate; (c) This Agreement supersedes all pre-printed or boilerplate terms and conditions set forth in any purchase order issued by Customer; (d) No reference herein to Customer's purchase order will in any way incorporate different or additional terms and conditions, all of which Company hereby expressly objects to; (e) **ANY ACCEPTANCE BY COMPANY OF CUSTOMER'S PURCHASE ORDER IS EXPRESSLY CONDITIONED ON THE CUSTOMER'S ASSENT TO AND ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT;** (f) Company reserves the right to decline any order, in whole or in part, for any reason.

### **2. ORDERS.**

a. Order Processing. When Customer wishes to place an order for Deliverables, it will deliver to Company a purchase order. All such purchase orders must (i) be in a written format acceptable to Company, (ii) be legible, (iii) include a purchase order number, (iv) include Customer's account number, part number and pricing (v) include, if applicable, any special factory instructions, and requested specifications regarding a particular finish, handing, design, backset, or strike, and (vi) reference any applicable pricing discounts under an ongoing buying program or based on a written quote from Company, along with the applicable buying program number or quotation number.

b. Minimum Orders. In the event the order value does not meet any required minimum net Deliverable value of \$250.00, Company may, at its sole discretion, (i) apply a minimum order charge; (ii) reject the order, or (iii) waive the requirement, provided that the waiver of a requirement for one order shall not constitute a waiver of the requirement for any future orders.

c. Acceptance of Purchase Orders. Company will endeavor to (i) acknowledge receipt of each purchase order issued in accordance with this Agreement, and (ii) notify Customer whether Company accepts or rejects the purchase order. If Company fails to accept or reject a purchase order within a reasonable time period, such failure to respond will be deemed a rejection of the entire order.

d. Changes to Order/ Cancellation of Orders. Customer acknowledges that (i) requesting a Change Order may cause a delay in the scheduled shipment date, a longer lead time or result in a new scheduled shipment date; (ii) Orders for stocked (core items) cannot be changed; (iii) Changes to non-stocked product orders will be allowed only in instances where the material has not yet been scheduled into production and/or assembly has begun. Any handling charge resulting from an authorized change order will be billed to the Customer; (iv) If Customer cancels an order or portion of an order that includes

Deliverables that have been manufactured and prepped for shipping, a 50% restocking fee will apply; and (v) Customer cannot change or cancel credential orders, reader orders, biometrics orders or any non-cataloged, special, Custom or nonstandard items once they have been placed and will be subject to a cancellation charge of 100% of the acknowledged price.

### **3. PRICES, INVOICES AND PAYMENT.**

a. Prices. The prices in Company's Price Book are subject to change at any time, without notice to Customer. Company may charge Customer additional amounts if Customer requests special packing, marking, shipment, product modification, or engineering services. Oral prices specified by Company are null and void. Quote numbers must be referenced on Customer's purchase order in order for the Company's quoted pricing to apply. Orders that do not reference a quote number will receive buy program pricing or book net pricing. Quoted prices are for those specific products quoted for a specified job, and are subject to the Price Book in effect at the time the quote was issued by Company.

b. Taxes. Prices do not include any present or future federal, provincial, or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes or assessments which may result from transactions or any services performed in connection therewith and such taxes or other charges are the responsibility of Customer.

c. Payment Terms. Company will deliver to Customer an invoice with each shipment of Deliverables hereunder. Customer will pay all invoiced amounts within 35 days of the invoice date. Past due invoices will be subject to a late payment service charge of 1.5% per month on any overdue unpaid balance, equivalent to 18% per annum, or the maximum rate permitted by law, whichever is less. Customer shall reimburse Company for all costs of collection, including, without limitation, reasonable attorneys' fees, for any overdue amount owed by Customer to Company, and such collection costs shall also be subject to interest charges.

### **4. QUOTATIONS.**

a. Project Quotations. Project or new construction quotes are restricted to the specific project quoted for the quantities referenced on the quote. Company reserves the right to require proof of sale of Company products for any quoted project.

b. Stock Quotations. Deliverables fulfilling stock quotations may only be used for the stocking of the Customer's shelves. Deliverables purchased under Stock Quotations can be redistributed to other Customer branch locations or re-sold to other resellers or used for aftermarket sales, end-user annual contracts or sold over the counter to any walk in trade.

c. General. All quotes are subject to this Agreement and Company's Quote Policy, unless otherwise specified by Company, and are subject

to change at any time prior to Company's acceptance of a purchase order referencing the applicable quote number. Company, its representatives and employees reserve the right, in their sole discretion and for any reason, to refuse a Customer's request to quote a price other than the standard list price, regardless of whether Company or its representatives or employees have previously quoted discounted prices to the Customer on some or all of its orders. Deliverables purchased under a Quote shall only be for resale in Canada, unless otherwise approved in writing by Company.

**5. SECURITY INTEREST.** Customer grants Company, and Company retains, a purchase money security interest and lien on any and all of Customer's rights, title and interest in each Deliverable sold by Company to Customer, wherever located, until the invoice for the applicable Deliverable(s) is paid in full, including any late charges and costs of collection. Customer authorizes Company to, and will assist Company in, taking all necessary steps to perfect and maintain Company's interest in such Deliverables.

**6. CREDIT TERMS.** Unless Customer pre-pays all of its purchase orders in advance, its purchase orders will be subject to the credit limit and other terms of credit ("Credit Terms") set forth in Company's credit application, which Credit Terms Customer acknowledges are subject to change by Company at any time. Company reserves the right to request payment in advance of shipment or any order or to request adequate assurances for Customer's payment of an order and may withhold or stop shipment, without any liability to Company, until Customer submits payment or adequate assurance of payment.

**7. RESALE OF DELIVERABLES.** Only authorized sellers may resell Company's products. Authorized sellers are those parties that comply with Company's Authorized Seller, Authorized Reseller or Authorized Retailer programs. As an Authorized Seller, Authorized Reseller or Authorized Retailer of Company, Customer agrees and warrants that it will offer Company products in support of Company-written specifications and will maintain sufficient inventory to adequately support End Users, installers, and/or general contractors' needs. Deliverables purchased under a Quote as referenced in Section 4 of this Agreement or by a non-standard pricing program approved by Company in writing may only be resold by Customer in Canada, unless otherwise stated in writing by Company. Customer shall, at its own expense, gain and maintain sufficient knowledge of the industry and products competitive with Deliverables so as to be able to (a) explain in detail to End Users, installers, and/or general contractors the differences between the Deliverables and competing products, (b) ensure that an adequate number of trained, capable and qualified technical personnel with sufficient knowledge of the Deliverables and who have obtained all necessary licenses and permits are available to assist End Users, installers, and/or general contractors, and (c) respond to such End Users, installers, and/or general contractors with respect to the general operation and use of the Deliverables including, but not limited to, (1) acting as a liaison between the End Users, installers and/or general contractors and Company in matters requiring Company participation, (2) providing general

product information and configuration support on standard protocols and features, (3) collecting relevant technical problem identification information, and (4) posting and distributing any warranty information concerning the Products in accordance with Company's instructions. Customer is responsible for all service and support resulting from the re-sale of any Deliverable to End-Users, installers and/or general contractors, examples of which may include, but are not limited to, support activities such as installation, initialization, software set-up, training, troubleshooting, technical support and field service. In the event Customer is unwilling or unable to perform said support activities, Company reserves the right to recover from Customer any and all expenses incurred by Company to resolve the aforementioned End-User, installer and/or general contractor issues. Technical product training is recommended for Customer in order to fully service and support Deliverables purchased from Company that are resold to End-Users, installers and/or general contractors. Company may unilaterally implement a MSRP or resale pricing program at any time in its sole discretion.

**8. DEFAULT.** If Customer is in default of payment or otherwise with respect to any purchase order or other contract with Company, Company shall have the right, in addition to all other legal remedies and without prejudice to any of its right hereunder, to defer further shipments under that or any other purchase order until such default is corrected and to declare all outstanding bills of Customer to be immediately due and payable.

**9. INSPECTION AND DELIVERY.**

a. Inspection. Customer will inspect all Deliverables immediately after receiving them. Customer will be deemed to have accepted the Deliverables unless Customer notifies Company in writing of any nonconformance within 10 from the date of delivery of receipt of material and provides Company written evidence reasonably documenting that nonconformance. Inspection of Deliverables at Company's facility is not permitted.

b. Delivery. Delivery schedules for Deliverables are based upon current production capacities, material or component availability, and inventory, and may be changed by Company as conditions require. Delivery schedules for services are based upon Company's prompt receipt of, and prompt access to, Customer's equipment and all information necessary to complete the services. In no event will any delivery date be construed as falling within the meaning of "time is of the essence." Partial delivery shall be accepted by Customer and paid for at the price and on the terms stated herein. Any partial delivery shall constitute a separate sale, and payment shall be separately made when due. If any part of a delivery hereunder is not delivered by Company in accordance with Customer's purchase order, this Agreement shall not be affected thereby.

**10. TITLE & RISK OF LOSS.** Unless otherwise specified by Company, (i) where the Customer is located in Canada, all Deliverables will be sold "Uniform Commercial Code, FOB MISSISSAUGA or FOB EDMONTON, Company's Distribution centre"; title and risk of loss will pass to Customer upon delivery to the carrier at Company's Distribution centre, Customer agrees, upon request, to do all things and acts



necessary to protect Company's interest by adequately insuring the Deliverables against loss or damage from any cause and to have Company named as an additional insured as well as to perfect any security interest pursuant to Section 5 herein.

**11. SHIPPING & HANDLING PROGRAMS.**

a. Shipping & Handling Charges. Company will ship all Deliverables in accordance with Company's Shipping & Handling guidelines or Customer programs provided by Company.

b. Packing and Marking. Company will pack, mark, and ship Deliverables according to its standard procedures for shipment, unless the parties agree, in writing, that Company will comply with any special instructions provided by Customer. Special instructions may result in an increased price.

**12. CLAIMS.** All claims must be submitted in writing to Company as follows: (i) All claims for prices must be submitted within thirty-five (35) days from date of invoice; (ii) All claims regarding Deliverable quantity or incorrect orders must be submitted within ten (10) days from delivery of the order; (iii) All claims for damage to Deliverables (while in the care, custody, and control of Company) must be submitted within thirty-five (35) days from the date of invoice; (iv) All claims for loss or damage to Deliverables while in the care, custody, and/or control of a carrier will be the responsibility of Customer, unless otherwise agreed by the parties.

**13. PRODUCT CHANGES.** Company's policy is one of ongoing update and revision, accordingly Company reserves the right to change, without notice, the design of, or the process of manufacturing, the Deliverables covered by this Agreement.

**14. PRODUCT RETURNS.** Unless otherwise agreed by the parties in writing, Deliverables that are correctly furnished by Company per the purchase order may not be returned unless Customer receives written authorization from Company. If returns are authorized by Company, a return merchandise authorization ("RMA") number must be provided by Company. Deliverables identified under such RMA must be returned to Company within 90 days of issuance of the RMA. Such RMA number and any accompanying RMA documents, the original invoice number, and a written explanation for the return must be included with the returned Deliverables in order for Company to inspect and approve a credit for the return. For warranty returns, a credit in the amount of the original purchase price will only be issued if, after Company's receipt and inspection of the returned Deliverables, Company confirms, in its sole discretion, the defect is valid and approves the return. For non-warranty returns, (a) in the event Company approves such a return, a credit will be made to Customer's account in the amount of the original purchase price less shipping & handling charge of 25% of the net material on the original invoice for stocked product and 50% of the net material on the original invoice for non-stocked product; and (b) Only Deliverables that are new, current, standard, non-obsolete, non-specially manufactured, unused, in their original condition as at the time of sale by Company to

Customer, in their original packaging and in Customer's inventory less than 180 days from the date of shipment by the Company may be considered by Company for return. Such credit will only be issued if, after Company's receipt and inspection of Deliverables, Company approves the return. The amount of final credit will be determined upon receipt at the factory and following Company's inspection and analysis of the condition of the returned material. Company retains the right to deny credit to anyone for any reason.

**15. CONFIDENTIAL INFORMATION.**

a. Non-Use And Non-Disclosure. Customer shall not use the Confidential Information of the Company except for the purpose of performing its obligations under this Agreement or exercising the rights granted herein (the "Purpose"). Customer shall protect Confidential Information of the Company from disclosure and unauthorized use in the same manner that it protects its own Confidential Information, but in no event shall such standard of care be less than reasonable care. Customer may disclose Confidential Information of the Company only to its employees who require such information for the Purpose and who are subject to confidentiality obligations at least as protective as those set forth herein.

b. Proprietary Information and Advice. (a) All designs, data, and specifications provided by Company are proprietary and may not be disclosed or reused by Customer without the prior written consent of Company; (b) Company assumes no obligation or liability for any advice given by Company, the results obtained, or damages incurred as a result of such advice, and all such advice is given and accepted at Customer's risk.

c. Return. Upon the termination or expiration of this Agreement or upon the request of the Company, the Customer agrees to end all further use of, to immediately return to the Company the original version of, and to delete or destroy all copies of, any and all Confidential Information of the Company.

**16. TRADEMARKS.** Any permitted use of Company's trademarks shall be subject to Company's trademark usage guidelines and any other requirements of Company. Except as agreed to by Company in writing, Customer agrees not to (a) use Company's name in any form of publicity; or (b) use, create, register or market, directly or indirectly, in whole or in part, Company's names, logos, brands, or any other trademarks, or names that are now or may hereafter be owned by Company, as part of Customer's corporate or business name, as part of an internet domain name, uniform resource locator (URL), or in any way connected with Customer's business, trade address or other designations. Upon termination of this Agreement, any use of Company's trademarks or names will be immediately discontinued.

**17. LIMITED WARRANTY. COMPANY MAKES NO OTHER WARRANTIES EXCEPT THOSE STATED IN COMPANY'S LIMITED WARRANTY IN EFFECT ON THE DATE COMPANY ACCEPTS EACH APPLICABLE PURCHASE ORDER ("LIMITED WARRANTY"). THE LIMITED WARRANTY MAY BE FOUND IN THE APPLICABLE PRICE BOOK AND ON THE ALLEGION CUSTOMER WEBSITE, WHICH TERMS ARE EXPRESSLY INCORPORATED HEREIN BY**





**REFERENCE. COMPANY WILL MAIL CUSTOMER A HARD COPY OF THIS WARRANTY UPON CUSTOMER'S WRITTEN REQUEST. IN THE EVENT THAT CERTAIN DELIVERABLE WARRANTIES ARE NOT FURNISHED BY THE COMPANY TO CUSTOMER, COMPANY WARRANTS ONLY TO CUSTOMER THAT THE DELIVERABLES WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR A PERIOD OF 12 MONTHS FROM THE DATE OF SHIPMENT OF THE DELIVERABLES. COMPANY'S SOLE OBLIGATION UNDER THIS WARRANTY IS LIMITED TO REPAIRING OR REPLACING, AT COMPANY'S OPTION, THE DEFECTIVE DELIVERABLE, PROVIDED WRITTEN NOTICE OF THE DEFECT OR NONCONFORMANCE IS PROVIDED BY CUSTOMER WITHIN 30 DAYS OF DISCOVERY OF THE DEFECT OR NONCONFORMANCE. COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE DELIVERABLES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**

a. Exclusions. The provisions of this Limited Warranty do not apply to Deliverables that: (A) are not the proper size for the application; (B) are not installed in accordance with Company's published installation instructions; (C) are installed with improper or incorrect parts and/or are used for purposes for which they are not designed or intended; (D) have been repaired or altered without the Company's prior written consent; (E) have been subjected to misuse, abuse, negligence or accident; (F) have been improperly stored, installed, maintained or operated; (G) have been used in violation of written instructions provided by Company to Customer; (H) have been subjected to improper temperature, humidity, or other environmental conditions, or (I) have been affected by normal wear and tear. In addition, the provisions of this Limited Warranty do not apply to any defects or issues with the design or performance of equipment or products not manufactured by Company, nor does it apply to any code compliance or permit requirements for the assembly, installation, erection or construction of any goods. Company is not responsible for loss or damage resulting from use of Deliverables in conjunction with parts or systems not manufactured by Company. Accessories or products furnished by the Company, but manufactured by others, shall carry whatever warranty the manufacturers have conveyed to the Company and which can be passed to Customer.

b. Services. Company warrants that its services will be free from defects in material and workmanship for a period of 12 months from the date of completion of the particular items of service. Company's sole obligation under this service warranty is limited to repair or reperformance, at its option of the service, provided however, if repair or reperformance is either impractical or impossible, the Company will refund to Customer that portion of the price paid to Company for any defective service, provided written notice of the defect or nonconformance is provided by Customer within 30 days of discovery of the nonconformance.

c. Notification. Customer agrees to immediately notify Company in writing if any claim is made against Customer

for any damages caused by any modules, parts, products, service or other Deliverables which may be the direct result of any defect in the manufacture of such aforementioned products. Customer agrees to cooperate with Company and its counsel in the defense of such claim and Customer agrees not to settle such claim without Company's written consent. If Customer fails to notify Company of such claim or fails to cooperate in such defense as aforesaid, then Company shall be discharged from any obligations under this Section and shall have no further liability to Customer.

d. Exceptions. The following costs and expenses are not covered by the provisions of these limited warranties: (i) labor costs for the removal and reinstallation of Deliverables or other manufacturer's products; (ii) shipping & handling expenses required to return Deliverables to Company; (iii) normal maintenance; and (iv) economic losses. In addition, the provisions of this warranty are not applicable to anything other than defects in Company's material (products only) or workmanship.

#### **18. LIMITATION OF REMEDIES.**

**CUSTOMER'S EXCLUSIVE AND SOLE REMEDY ON ACCOUNT OF, OR IN RESPECT OF, THE FURNISHING OF NON-CONFORMING DELIVERABLES, SHALL BE TO (A) SECURE REPAIR OR REPLACEMENT OF THE PRODUCTS; OR (B) SECURE REPAIR OR REPERFORMANCE OF THE SERVICES OR TO OBTAIN A REFUND OF THE PRICE PAID FOR THE DEFECTIVE SERVICE, ALL AT COMPANY'S OPTION. IN NO EVENT WILL THE COMPANY'S MAXIMUM LIABILITY EXCEED THE SELLING PRICE FOR THE DELIVERABLE. THE WARRANTY, OBLIGATIONS AND LIABILITIES OF COMPANY (INCLUDING ITS SUPPLIERS) AND THE RIGHTS AND REMEDIES OF CUSTOMER ARE EXCLUSIVE AND ARE IN LIEU OF AND CUSTOMER HEREBY WAIVES AND RELEASES ALL OTHER WARRANTIES, OBLIGATIONS, REPRESENTATIONS OR LIABILITIES EXPRESS OR IMPLIED ARISING BY LAW, IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO (I) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY IMPLIED THROUGH COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE OR (II) CLAIMS ARISING OUT OF THE NEGLIGENCE OF COMPANY OR COMPANY'S SUPPLIERS OR (III) ANY OTHER CLAIM ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OF COMPANY OR FROM THE DESIGN, MANUFACTURE, SALE, REPAIR, LEASE OR USE OF THE DELIVERABLE, OR ANY COMPONENT THEREOF, DELIVERED OR RENDERED HEREUNDER OR OTHERWISE.**

#### **19. INDEMNIFICATION AND LIMITATION OF LIABILITY.**

a) Customer shall indemnify, defend and hold Company, and its officers, directors, employees, customers, Affiliates, suppliers, users and agents, (collectively the "Indemnitees") harmless from and against any and all damages, claims, losses, expenses, costs, obligations, liabilities, including without limiting the generality of the foregoing, liabilities for court costs and attorneys' fees, suffered directly or indirectly by an Indemnitee by reason of, or arising out of any injury, death or loss to any person, or injury to any property (collectively, "Damages"), received or sustained by any person(s) or property, arising out of, occasioned by, attributable or related to i) any breach of any representation or warranty made by Customer, its officers, directors, employees, affiliates, users, agents, representatives or customers to Company or any third party, (ii) any failure by Customer to perform or fulfill any of its covenants, acts and/or omissions to Company or to any third party, or (iii) any litigation, proceeding or claim by any third party relating in any way to the obligations of Customer and/or the Deliverables sold by Company to Customer hereunder. Customer shall not consummate any settlement of any indemnified claim without the Indemnitees' prior written consent. Customer's obligation to indemnify Indemnitees will continue in full force and effect notwithstanding the termination or expiration of any order under this Agreement. In any claim against an Indemnitee by an employee of Customer or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts they may be liable, the indemnification obligations set forth in this Section shall not be limited in any way by or for Customer or any subcontractor under any applicable worker's compensation act, disability or other employee benefit act. This provision shall survive termination of any order or Agreement. **IN NO EVENT WILL COMPANY, ITS OFFICERS, DIRECTORS, EMPLOYEES, CUSTOMERS, AFFILIATES, USERS AND AGENTS, (NOR COMPANY'S SUPPLIERS) BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE UNDER ANY CIRCUMSTANCES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE PRODUCTS, SERVICE INTERRUPTION, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF INTEREST, LOST GOODWILL, LOSS OF DATA, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, OR CLAIMS OF CUSTOMER'S CUSTOMERS, OR ANY OTHER LOSSES OR DAMAGES ARISING OUT OF ANY LACK OR LOSS OF USE OF THE DELIVERABLES WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE), PATENT INFRINGEMENT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

b) **INTELLECTUAL PROPERTY INDEMNITY**. Company makes no representation or warranty to the Customer that the Deliverables shall not infringe any intellectual property rights including, without limitations, claims arising from patent, copyright, trademark, trade secret, or other intellectual property infringement. Customer agrees to

hold Company harmless from and defend the Company against any such claim of intellectual property infringement, including any Damages resulting from that claim, the cost of complying with any preliminary or permanent injunction, and all other costs of defense (including the attorneys' fees and costs), in connection with the foregoing.

c) To the extent that applicable law does not permit any limitations set out in this Agreement, such limitation shall not be applied or invoked. Nothing in this Agreement will be interpreted to disclaim liability of Company or the Indemnitees for gross negligence or willful misconduct. The limitations of remedy and liability herein shall not be interpreted to affect Company's obligations, if any, for claims for (i) property damage, (ii) personal injury, or (iii) wrongful death asserted by persons who are not parties to or beneficiaries of this Agreement. Further, the limitations of remedy and liability herein shall not be interpreted to limit Company's or Customer's right, if permitted by applicable law, to assert a claim for contribution among joint tortfeasors in connection with a claim by a person who is not a party to this Agreement.

**20. CERTIFICATIONS**. Certification of Deliverables for compliance with UL, cUL and ANSI standards are tested and performed by third-party independent laboratories. Any field modification or alteration of certified Deliverables will void certification and Company is not liable to Customer to certify any modified or altered Deliverable.

**21. TERM FOR CLAIMS. NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS AGREEMENT BY COMPANY MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.**

**22. CONSUMER PRODUCTS** WITH RESPECT TO "CONSUMER PRODUCTS", THE FOLLOWING STATEMENTS ARE MADE. (A) SOME PROVINCES MAY NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU; (B) IF ANY IMPLIED WARRANTY IS PROVIDED UNDER THE APPLICABLE PROVINCIAL LAW, IT IS LIMITED TO THE DURATION OF THE WARRANTY PROVIDED IN SECTION 17 ABOVE. (C) SOME PROVINCES MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU; AND (D) THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY DEPENDING ON THE PROVINCE.

**23. FORCE MAJEURE/EXCUSABLE DELAY**. Any delay or failure of Company to perform its obligations hereunder will be excused to the extent that it is caused by an event or occurrence beyond Company's control such as, by way of example and not by way of limitation, acts of God, acts by any governmental authority (whether valid or invalid), governmental laws and regulations not presently in effect, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, accidents, labor problems

(including, without limitation, lockouts, strikes, and slowdowns) at Company's facility, its source plant or their suppliers, inability to obtain power, material, labor equipment, or transportation, or court injunction or order. The delivery date will be extended for a time equal to that of the delay and the schedule for Company's performance will be deemed adjusted to that effect.

**24. ENTIRE AGREEMENT AND AMENDMENT.** This Agreement, together with the attachments, exhibits, webpages, or supplements specifically referenced and incorporated herein, constitute the entire agreement between Company and Customer with respect to the matters contained herein and supersede all previous communications, representations, or agreements, either oral or written between Company and Customer. No agreement or understanding varying or expanding this Agreement will be binding upon either party unless it is in writing and signed by a duly authorized representative of each party hereto.

**25. CONFLICTS.** In the event of any conflict or inconsistency between the terms of any agreement, or any part of an agreement or the various documents (including, but not limited to, electronic documents) between Company and Customer, unless the parties agree otherwise in writing, the various components of the agreements shall be given the following precedence (in descending order of precedence): a) any master agreement or long term agreement between Company and Customer; b) any specific terms, conditions and/or warranties of the individual products or Deliverables; c) the terms and conditions of this Agreement, and d) any purchase order.

**26. UNSATISFACTORY CREDIT/TERMINATION FOR INSOLVENCY OR DEFAULT.** Customer shall furnish Company with statements evidencing Customer's financial condition as Company may, from time to time, reasonably request, and shall notify Company immediately of any and all events that may have a material adverse effect on Customer's business or financial condition. If Company determines, in its sole discretion, that Customer's financial condition or creditworthiness is inadequate or unsatisfactory, then in addition to Company's other rights, Company may without liability or penalty, take any of the following actions: (i) modify the payment terms for any outstanding and/or future purchases; (ii) cancel any previously accepted orders; (iii) delay any further shipment of Deliverables to Customer; or (iv) any combination of the above.

Company may immediately terminate an order from Customer by giving written notice to Customer in the event of the happening of any of the following or any other comparable event: (i) insolvency of the Customer; (ii) filing of a petition in bankruptcy by or against the Customer; (iii) appointment of a receiver or trustee for the Customer; (iv) execution of an assignment for the benefit of creditors by the Customer, all of which will allow Company to demand reclamation of all affected orders; (v) Customer ceases or threatens to cease to trade; (vi) Company determines that Customer does not meet or no longer meets the credit

requirements of Company or Customer's credit account is closed; (vii) any Customer violation of law, specifically including, without limitation, those laws set forth in this Agreement; or (viii) Customer breaches any provision of this Agreement.

In the event of termination in accordance with this section, Company will not be obligated to accept any existing or additional orders from Customer and Company will be released from its obligation to deliver under orders accepted prior to such termination. The rejection or termination of any order by Company will not entitle Customer to any termination or severance compensation, or to any payment in respect to any goodwill established by Customer, or render Company liable for damages on account of the loss of prospective profits, or on account of any loss, expenditure, investment or obligation incurred or made by Customer.

No action taken under this Section 26 by Company (nor any failure of Company to act under this Section 27) will constitute a waiver by Company of any of its rights to enforce Customer's obligations, including the obligation of Customer to make payments as required under this Agreement. Upon termination of any order, all amounts owed by Customer to Company will become immediately due and payable, whether or not otherwise then due or payable.

**27. CREDIT RISK ON RESALE OF DELIVERABLES.** Customer is responsible for all credit risks with respect to, and for collecting payment for, all Deliverables sold to third parties (including End Users, installers, and/or general contractors) whether or not Customer has made full payment to Company for such Deliverables. The inability of Customer to collect payment for any Deliverable shall not affect Customer's obligation to pay Company for any Deliverable.

**28. GOVERNING LAW; VENUE; AND EXPENSES.** Any dispute or claim relating to this Agreement shall be governed by and construed according to the laws of the Province of Ontario and not by the provisions of the 1980 United Nations Convention on the International Sale of Goods. Customer agrees to pay for all expenses (including, but not limited to, collection costs, court costs and attorneys' fees) incurred by Company in enforcing the obligations of Customer under this Agreement.

**29. RELATIONSHIP OF THE PARTIES.** Nothing in this Agreement or any other document creates an employment, partnership, joint venture, or agency relationship between Company and Customer, including that of franchisee/franchisor. No party will have any power or authority to enter into any commitment on behalf of or otherwise bind the any other party on any matter. No employee of Customer will be deemed to be an employee of Company. If any provision of this Agreement is deemed to create a franchise relationship or business opportunity between the Parties, then Company may terminate this Agreement or the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions



contemplated hereby are consummated as a reseller agreement and not a franchise or business opportunity agreement.

**30. SETOFF.** Customer does not have the right to setoff or to back charge against any amounts which become payable to Company under this Agreement or otherwise. Company will not accept responsibility for backcharges for the cost of material or labor by Customer or any third party.

**31. ELECTRONIC COMMUNICATIONS AND ELECTRONIC SIGNATURES.** Both parties expressly agree to electronic transactions and acknowledge that documents they sign electronically will bind them to the same extent as a paper signature. Customer represents and warrants to Company that only employees authorized to bind Customer legally shall electronically sign any document under this Agreement. Customer shall comply with any method of electronic communication/payment processing specified by Company, including electronic funds transfer, pay-on-receipt processes/systems, order transmission, releases, electronic signature, and electronic communication systems, including, without limitation, the use of electronic data interchange ("EDI") portals. Notwithstanding the foregoing, e-mails, even those containing a signature block of one of Company's representatives, shall not constitute a signed writing.

**32. COMPLIANCE WITH APPLICABLE LAWS.**

a. General. Company and Customer will comply with all applicable provincial laws, regulations, codes, ordinances and orders that pertain to the Deliverables.

b. The Customer acknowledges and agrees that: (i) it shall not violate applicable laws and regulations in performing its duties under this Agreement; (ii) it does not and shall not engage in any conduct that shall violate any applicable anti-bribery or anti-corruption laws or regulations; (iii) it (and its owners, officers, directors, employees and agents) shall not pay, offer, promise or authorize the payment of, either directly or indirectly, anything of value (including but not limited to cash, gifts and entertainment) to (a) any government official or employee of any government; (b) any official or employee of any department, agency, or instrumentality of a government; (c) any employee of any corporation or entity owned or controlled by a government; (d) any family member of such officials or employees; (e) any political party, party official, or political candidate; or (f) any other persons, owners, officers, directors, employees and agents of any corporation or entity; to improperly or illegally assist in obtaining or retaining business (including but not limited to any contracts, avoidance of duties or reduction of tariffs, reduction of taxes or to obtain money owed, or to obtain regulatory approval) or for the purpose of causing, soliciting or inducing the sale and purchase of the Deliverables by any party, and (iv) it has full knowledge of and will comply with the Company's Code of Conduct for Business Partners as set forth on the ALLEGION customer website, **WHICH IS HEREBY INCORPORATED BY REFERENCE.**

c. The Customer shall indemnify and hold the Company harmless from any claim, demand, expense or cost arising from any breach of this Article.

d. The Customer shall permit the Company to conduct an audit or review of the Customer's financial books and records and business operations at such other times that the Company considers it necessary to confirm compliance with this provision. Such audit may be conducted by representatives of the Company or, at the Company's sole discretion, by a certified public accounting firm selected by the Company. The Customer shall cooperate with any inquiries from the Company's Ethics & Compliance Group.

e. A violation of this provision constitutes a material breach of this Agreement and the Company may terminate this Agreement immediately, with no opportunity to cure, in accordance with Section 26 of this Agreement.

f. Notwithstanding the foregoing provisions of this Section 32, (i) Company is not responsible for obtaining or maintaining any permits for the performance of services or the verification or compliance with any code requirements relative to the performance of services, (ii) to the extent any sale of Deliverables pursuant to this Agreement may require approval of the Canadian Government, Company's obligations under this Agreement are conditioned upon the grant of such approval and upon compliance by Customer with any restrictions imposed by the Canadian Government in connection with such approval, and (iii) in the event the Deliverables are to be used in a nuclear facility, the Customer shall, prior to such use, arrange for insurance or governmental indemnity protecting Company against liability. The Customer hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage including, but not limited to, loss of use, in any manner arising out of the nuclear incident, whether alleged to be due, in whole or in part by Company or its suppliers.

g. No Inducements. Each party represents to each other that neither it nor any person acting on its behalf has, in contravention of any applicable law, given or offered to give or will give or offer to give, any sum of money or other material consideration to any person, directly or indirectly, as an inducement to obtain business hereunder or to influence the granting of licenses or other governmental permissions to enter into this Agreement or perform obligations hereunder. Ethical Business Conduct. Customer shall adopt and comply with Company's Business Partner Code of Conduct which is **EXPRESSLY INCORPORATED HEREIN BY REFERENCE.**

**33. REPRESENTATIONS AND WARRANTIES.**

Customer represents, warrants and covenants to Company that: (a) it has the right, power, and authority to enter into this Agreement and fully perform its obligations hereunder; (b) it has all necessary rights in and to its respective Content and Marks for use within the scope of this Agreement, including the licenses granted herein; and (c) it complies, and at all times shall comply, with all laws, rules, and regulations in effect that are applicable to its performance under this Agreement, including obtaining all such approvals and/or permits as may be required hereunder.

**34. NO THIRD-PARTY BENEFICIARY.** Each party is entering into this Agreement solely based on the representations contained herein for its own purposes and not for the benefit of any third party.

**35. NOTICES AND CHANGE OF ADDRESS.** All notices or other communications under this Agreement shall be in writing and delivered in person, or sent by receipted courier, express mail, e-mail, or postage prepaid certified or registered mail, addressed to the party for whom it is intended, at the addresses set forth in this Agreement. Either party may change its address for notice by giving written notice to the other party. Any notice or other communication shall be deemed given no later than the date actually received. Notice by courier, express mail, certified mail, or registered mail shall be deemed given on the date it is officially recorded as delivered and, in the absence of such record of delivery, it shall be rebuttably presumed to have been delivered on the third Business Day after it was deposited. Notices sent by e-mail require tangible confirmation of receipt from addressee.

**36. ASSIGNMENT.** Customer may not assign this Agreement without the prior written consent of Company. Company may assign its rights and delegate its duties under this Agreement, without the prior consent of Customer, to an Affiliate, or to a third party in the event of a spin-off, merger, business combination, consolidation or sale of all, or substantially all, of its assets or business that are related to this Agreement. The rights and duties in this Agreement shall bind and inure to the benefit of any such assignee.

**37. SEVERABILITY.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, that provision will be deemed severed to the extent necessary to comply with such statute, regulation, ordinance, order, or rule. In the event such provision is deemed severed, the parties will negotiate in good faith to arrive at an alternative arrangement approximating the original business objective of the parties. The remaining terms and conditions of this Agreement will remain in effect.

**38. NO IMPLIED WAIVER.** The failure of either party at any time to require performance by the other party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter, nor will the waiver of either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision.

**39. MISCELLANEOUS.** (a) This Agreement does not make either party the agent or legal representative of the other party. Neither party is authorized to create any obligation on behalf of the other party including, but not limited to, the obligation for payment of any service or warranty obligation hereunder; (b) The rights and remedies herein reserved to Company are cumulative and additional to any other rights and remedies provided at law or equity; (c) The official text of this Agreement is in the English language. If this Agreement is translated into

another language, the English text will govern any question with respect to interpretation; (d) The headings in this Agreement are for convenience of reference only and do not affect the meaning of this Agreement in any manner.

## **DEFINITIONS.**

Capitalized terms have the meanings set forth in this Section, or in the Section in which they first appear in this Agreement.

**"Agreement"** means these Allegion Terms and Conditions of Sale and Service, together with any applicable Allegion program agreements or other documents referenced herein or therein.

**"Affiliate"** means any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, the Company. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

**"Business Day"** means any day except Saturday, Sunday or any other day on which commercial banks located in Canada are authorized or required by Law to be closed for business.

**"Company"** means Allegion Canada Inc. (also referred to herein as "Allegion" or any subsidiary or affiliate thereof. Allegion Canada Inc. and/or its subsidiary or affiliates will be severally but not jointly liable under the Agreement.

**"Company Marks"** refers to the Marks of Company.

**"Confidential Information"** shall mean any and all information provided by either party to the other party pertaining to the disclosing party's business. Confidential Information shall include, but not be limited to, any bidding lists, formulae for products, manufacturing processes, production techniques, packaging processes, methods, research materials, ideas, marketing plans and related materials, quality standards, test results and data, apparatus, engineering drawings, contract documents, computer software, hardware, or firmware, business activities information such as financial information, reports, projections, books and records, customer and supplier information, and operations, customer and supplier lists and data, specifications, know how, and other Proprietary Information or Trade Secrets (as defined herein) that either party may furnish to the other party. Confidential Information shall not include information that: (a) is or becomes publicly known if such public knowledge or disclosure is not the result of any act or failure to act on the part of the receiving party; (b) is, at the time of disclosure, already known to the Receiving Party without utilizing the Confidential Information; (c) is information disclosed to the Receiving Party by a third party which is not to the Receiving Party's knowledge, after inquiry of the third party, under a duty of confidentiality to the Disclosing Party; or (d) is independently developed by the Receiving Party without the use of Confidential Information. The Receiving Party shall have the burden of proof as to prior knowledge and absence of breach.





Confidential Information may be furnished in any tangible or intangible form including, but not limited to, writings, drawings, computer and other electronic media, logic diagrams, component specifications, graphs, prototypes, samples, or verbal communications and regardless of whether such information is marked or designated as "confidential." For the avoidance of doubt, all information, knowledge or data disclosed by Company to Customer, regardless of whether disclosed in written, tangible, oral, visual or other form, including, without limitation, sample products, equipment, software, or other objects or material, provided by Company to Customer, and all information, knowledge or data which was obtained by Customer from visits to Company's facilities, shall be considered "Confidential Information" under this Agreement.

**"Content"** means all information (including without limitation any text, music, sound, photographs, video, graphics, data or software), in any medium, on a particular Company Web page or Website or in Marketing Materials.

**"Customer"** means the purchaser of Deliverables from Company.

**"Deliverables"** means any good or service or both purchased by Customer from Company under these General Terms and Conditions of Sale and Service.

**"End Users"** means the purchaser that (a) has acquired a Deliverable from Customer for (i) its own and its Affiliate's/Affiliates' internal use and not for resale, remarketing or distribution or (ii) incorporation into its own products and (b) is an individual or entity, other than any federal, state or local agency, office or division.

**"IP"** means all intellectual property and industrial property rights comprising or relating to/of the following: (a) Patents; (b) Trademarks; (c) internet domain names, whether or not Trademarks, registered by any authorized private registrar or Governmental Authority, web addresses, web pages, website and URLs; (d) works of authorship, expressions, designs and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (e) Trade Secrets; and (f) all other intellectual property and industrial property rights, and all rights, interests and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the Laws of any jurisdiction throughout in any part of the world.

**"Marketing Materials"** means all marketing brochures, buckslips, pamphlets, emails, text, call scripts or other material, whether in printed format, audio or audiovisual format, or in any other format, that contain any (i) Content relating to the Company Deliverables or (ii) Company Marks.

**"Marks"** means collectively the domain names, trademarks, trade names, service marks, trade dress, logos, and the like used or provided by either party for use in connection with this Agreement.

**"Patents"** means all patents (including all reissues, divisionals, provisionals, continuations and continuations-in-part, re-examinations, renewals, substitutions and extensions thereof), patent applications, and other patent rights and any other Governmental Authority-issued indicia of invention ownership (including inventor's certificates, petty patents and patent utility models).

**"Person"** means a person or entity.

**"Price Books"** mean Company's current Price Book in effect for the applicable Deliverable being purchased by Customer.

**"Trade Secrets"** means and includes business or technical information of either party, including processes, formulas, devices, techniques, compilations and other material that a party attempts to maintain in secret and that derive commercial value for such party from not being generally known to the public or readily ascertainable through independent development or reverse engineering.