

Terms and Conditions of Sale

General Information

This price schedule supersedes any and all previous price schedules. We do not honor prices quoted from an obsolete price schedule nor do we honor prices for obsolete products with prices derived from an obsolete price schedule. The information, terms and conditions and prices in this price schedule (January, 2010) supersede all previous published prices, agreements and any oral representations.

While every effort has been made to ensure the accuracy of the information and prices contained in this document, no guarantee is given or implied that the document is error free or that it is accurate with regard to any specification. DoorKing reserves the right to make changes to this document at any time without notice.

Authorized Distributors & Dealers

DoorKing has chosen to market its products only to companies that are licensed and insured to sell and/or install access control systems, vehicular gate operating systems, parking control systems and security systems. Contact our Sales Department for information on becoming an Authorized DoorKing Distributor or Dealer.

Specifications and Quotations

All written quotations will remain valid for a period of ninety (90) days from the date quoted, unless otherwise noted. If DoorKing is asked to review plan documents, specifications or to provide a quote, it does so as a courtesy and is not responsible for any errors or omissions either in quantity, type or price of the equipment quoted.

Terms

Initial terms of sale to new accounts are C.O.D., cash, cashier check or credit card only. For your convenience, we accept American Express, Master Card and Visa. Company checks will be accepted after a DoorKing credit application is completed and approved by our Sales and Credit Department. Open account status will be granted only after \$2000 of product has been purchased from DoorKing and a DoorKing credit application is on file and has been approved by our Sales and Credit Department.

Our terms of sale are net 30-days from the invoice date. A 1 ½% finance charge is assessed on all account balances over 30-days from the invoice date. Any account that is past due will be placed on C.O.D. terms and is subject to stop shipment. All invoices are payable in U.S. currency only. A service charge of \$25.00 will be assessed on any check returned by our bank because of non-payment.

Pricing

All prices shown are subject to change without notice. We suggest that you confirm pricing on any custom, special or large order with the Sales Department prior to placing the order. Current price schedules are sent to authorized DoorKing distributors and dealers upon request. Current DoorKing price schedules are available for download from company web sites. If you have a price schedule that is over 1-year old, we suggest that you download or request a new one. ***We are not responsible for quotations made from an obsolete price schedule.*** All prices in this price schedule are shown in U.S. Dollars.

Taxes and Fees

Prices shown in this price schedule do not include sales, use, excise, value-added or other taxes and fees that may be applicable. All such taxes and fees in effect and/or hereafter levied which are applicable to the transaction, are in addition to such prices and shall be paid by the Buyer.

Shipping

All shipments are F.O.B. Inglewood, California. Unless otherwise agreed to in writing, Buyer is responsible for all transportation costs including, but not limited to, shipping charges, premiums for freight insurance, inspection fees, customs, duties, import or export fees, assessments, and all other costs incurred in transporting the products to the shipping destination.

Regardless of how transportation costs are paid or billed, title and risk of loss will pass to the Buyer upon receipt of products by the carrier at DoorKing's warehouse. ***Our responsibility ceases when we have delivered the shipment to the transportation company on a clean bill of lading.*** We obtain signed manifest from the carrier and it is the Buyer's responsibility to submit all claims for shortages or damaged goods to the transportation company.

If an order is will-called at our factory, once the order has been signed for as being received, any shortages or damage is the responsibility of the Buyer.

Claims for errors or shortages must be made within 14-days after receipt of order. Claims for shortages, loss or damage cannot be deducted from our invoice.

Fees

- Handling: \$3.00 packaging/handling fee per package is charged on all FedEx and UPS shipments.
- Correction: Any FedEx or UPS shipment that is dropped shipped per Buyer's instructions, and the drop ship address is incorrect in any way, Buyer is responsible for, and agrees to reimburse DoorKing for, any correction fees that are assessed to DoorKing by the shipping company.
- LTL Drop: \$10.00 drop shipment fee is applied to all common carrier LTL shipments.

Substitutes

DoorKing reserves the right to alter its product specifications at any time, and reserves the right to furnish suitable substitute components or materials for any reason. DoorKing assumes no liability for deviation from its published specifications, including, but not limited to, dimensions and/or descriptive information not essential to the proper operation of the product.

Custom Orders

Contact the Sales Department for any custom orders (i.e., any order that requires us to produce / modify a standard product to meet an individual customer's requirements). Written specification is required prior to our manufacturing any custom order. Once manufacturing of a custom order has started, the order cannot be cancelled. Buyer indemnifies DoorKing and its officers and employees from any liabilities, obligations, claims, actions, suits, penalties, costs and expense (including costs of defense) arising from the modification. ***Custom orders cannot be returned for credit under any circumstances.***

IMPORTANT!!

There is a \$240.00 set-up fee plus \$240.00 per hour shop labor charge for machine time, in addition to the cost of the part, for those custom orders that require machine shop alterations (e.g., special size V-wheels).

Special Orders

Contact our Order Entry Department to place any special order (i.e., any order being a particular one pertaining to a particular instance). Special orders include any products that we do not normally carry in our finished goods inventory, or are orders that we have to order as special from our vendors. Special orders may carry additional fees that are applied to the cost of the item, so it is always best to check with our Order Entry and/or Sales Departments regarding the price of a special order.

Special cards and card codes and AVI readers are an example of (but not limited to) a special order. In the case of special type cards and/or special card codes (particular sequenced numbers, special artwork, etc.), there is a minimum order of 100 cards. Contact DoorKing for any card requiring special artwork and/or encoding as additional fees will be applied to the cost of the cards.

Special orders cannot be returned for credit.

Returns

DoorKing will accept returns for justifiable reasons according to our judgment. Non-defective products returned for restock must be returned unused, unblemished and in the original packaging to be considered for credit. All returns must be sent freight prepaid and accompanied by an R.M.A. number, or they may be refused. Cost for repairs and missing parts will be deducted from the return product credit allowance.

Restocking fees will be waived for returns with an original invoice date less than thirty (30) days old. Cost for repairs and/or missing parts will be deducted from the credit allowance.

A 15% restocking fee will be assessed on all returns with an original invoice date greater than thirty (30) days, but less than ninety (90) days old. In addition, cost for repairs and/or missing parts will be deducted from the credit allowance.

A 25% restocking fee will be assessed on all returns with an original invoice date greater than ninety (90) days, but less than one (1) year old. In addition, cost for repairs and/or missing parts will be deducted from the credit allowance.

Any product that was purchased from DoorKing with an original invoice date of one (1) year ago or more cannot be returned for credit under any circumstances.

Any product that has been installed, or shows signs of being installed, or has been subject to abuse, or has been modified in any way, cannot be returned for credit. Under these circumstances, DoorKing will make every attempt to repair and/or restore the product to a "like new" condition, and will return the product to the customer, with applicable charges (missing parts, packaging, labor, etc.) being applied.

Force Majeure

We maintain a large finished goods inventory on our most popular items. We will make every effort to ship your order as soon as possible, typically within 24-hours after the order is received. However, there are times when orders may be delayed because of large influxes of orders, delay in shipments of raw materials by our suppliers, or other circumstances beyond our control including: weather, acts of God, riots, civil commotion, embargoes, wars, hostilities, disturbances, unsettled international conditions, and any strike, work stoppage, slowdown, lockout or any other labor-related dispute involving or affecting any of our suppliers. DoorKing shall not be held liable for any loss, damage or delay in delivery of goods due to such acts and circumstances.

Unenforceable Provision

The invalidity or unenforceability of any provision of these Terms and Conditions of Sale will not affect the other provisions hereof. If any provision of these Terms and Conditions of Sale is found to be invalid or unenforceable, then the remainder shall have full force and effect, and the invalid provision shall be partially enforced to the maximum extent permitted by law to effectuate the purpose of the Terms and Conditions of Sale.

Governing Law

These Terms and Conditions of Sale shall be governed by, and interpreted in accordance with, the laws of the State of California, and shall be deemed to have been executed in Inglewood, California. Buyer and Seller agree that the courts of the State of California and/or the United States District Court for the Central District of California shall have exclusive jurisdiction over any litigation arising between Seller and Buyer, and the parties hereby agree to submit themselves to the personal jurisdiction of said courts.