



STANDARD TERMS & CONDITIONS OF SALE of ACCESS CONTROL SALES LTD., HEREINAFTER REFERRED TO AS ' Access '

These Terms and Conditions will take preference over any Terms and Conditions which may appear in the Buyer's order, or any other document referred to in/of the Buyer's order. No Terms or Conditions of the Buyer's order different to these Terms and Conditions set forth herein, shall form part of this contract unless agreed in writing by Access. The failure of Access to object to any provision contained in the Buyer's order shall not be used by the Buyer as a waiver of these Terms and Conditions, nor in any way as an acceptance of them.

Quotations

All quotations are made on E&OE (Errors & Omissions Excepted) basis. Access reserves the right to correct clerical or stenographic errors or omissions. The prices quoted are based on the quantities shown and on the basis of the approximate delivery time and are firm for the duration of the quotation period shown therein. All prices shown in the quotation are only binding on Access when the Buyer places a firm order within the quotation period. If the Buyer places an order on Access for less than the quantity quoted, Access will adjust the price for the lesser quantity, which will also apply to any product already shipped. Quotations will clearly show the products generic specification and a purchase order placed by the Buyer on Access is acceptance of the quotation, these Terms and Conditions and generic product specification and suitability for the Buyer's needs.

Prices, Taxes, Customs, Duty

Unless stated on the Proforma Invoice or Invoice prices do not include National, Federal, State, Local, Customs, Brokerage, Duty, Sales, Use, Excise Taxes applicable to any product in this transaction. All relevant Taxes will be paid by the Buyer on demand unless the Buyer provides Access with a relevant Tax exemption certificate.

Suitability

The suitability or adaptability of Access's product is solely the responsibility of the Buyer for its specific needs. While Access can offer advice on the use of its products, there is no warranty given except the warranty given in connection with the sale of the product **(see Warranty clause)**.

Delivery

Access will use a carrier of its choice unless a specific instruction by the Buyer requests otherwise, the price of the product will not be reduced if the Buyer selects its own carrier. The Buyer is responsible for its own transit insurance from Access's point of shipment to arrival at Buyer's chosen site. Title and risk of loss or damage will pass from Access to the Buyer upon delivery of the goods to the carrier by Access.

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Notification of damage or part loss must be made to Access and the carrier in writing within 2 days after delivery, thereafter acceptance of the goods will be deemed to have taken place. This will be considered acknowledgement of full performance by Access of all its obligations under the contract except under Access's warranty terms. Access' failure to deliver the product within the approximately quoted time is not grounds for cancellation.

Cancellation

The order cannot be cancelled by the Buyer without agreement by Access in writing. Any order cancelled in full or in part, the Buyer will be subject to **a)** paying the contract price for all products which have been completed, delivered or not. **b)** paying Access the cost of any materials in assembly at the time the cancellation agreement was received.

Terms of Payment

For any bespoke product or for non-account customers payment must be made by Credit Card or Bank Transfer at the time of ordering. Credit account customers will be invoiced on the date of despatch payable thirty (30) days from the invoice date. An account can only be opened against two satisfactory Credit references and BUYERS Bank account details. Access may recover interest over the invoice value for late payment of 1.5% per month plus legal fees. Access reserves the right to withdraw account facilities once granted at any time where repeated non-payment on time of invoices is made by the Buyer, Access reserves the right not to grant account facilities in the event of unsatisfactory credit references.

Return of Goods

No product may be returned to Access without its agreement and issuance of a Return Authorisation Number (RAN). Non-suitability (**see clauses on Quotations & Suitability**) for the Buyer's application, to return goods, is not grounds for return, unless there is clear evidence of non-conformity to Access' published generic specification for that product. Any product returned will be at the Buyer's cost or any other party and responsibility for loss or damage will be that of the Buyer or any other party. Credit for returned goods will be at the discretion of Access and determination for the cause of defective goods will be solely at the discretion of Access.

Warranty & Replacement

Access warrants that each product delivered will be free from defects or poor workmanship for a period of one year from delivery to the Buyer or its designated delivery address on its original order and will conform to the generic product specification as laid down in its relevant data sheet. Access does not assume responsibility for any omissions or errors nor assumes liability for any damages that result from the use of its products in accordance with information provided by Access, verbally given or in writing. Access makes no other warranties or representations of any kind whatsoever, expressed or implied, except that of title and all implied warranties including any warranty of merchantability and fitness for a particular purpose are hereby disclaimed.

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Limitation of Liability

Access shall not be liable in any event regardless of the form of action for any special indirect or incidental consequential losses or damages arising out of the sale of its products to the Buyer or third party or arising out of anything done in connection with the contract. The remedies of the Buyer set forth herein are exclusive and the total liability of Access with respect to the contract, whether based on contract, warranty, negligence, indemnification, strict liability or otherwise, shall not exceed the purchase price of the product which liability is based. In no event shall Access be liable for consequential, incidental, or special damages. **CONDITIONS:** The Buyer shall indemnify Access and hold Access harmless, its officers, agents, employees, subsidiaries, parents, affiliates and insurers from and against any loss, damage, liability, claim, cost or lawsuits of any nature whatsoever caused in any way by the Buyer's possession and use of its products. The indemnity shall include without limitation, costs, expenses and legal fees occasioned by said loss, damage, liability, claims, demands or suits as well as the full amount of any judgement rendered or settlement made, plus interest. The obligations under this clause shall survive the expiration or termination of the contract.

Force Majeure

Access shall not be liable for any delay, or non-delivery of product, in whole or part caused by occurrence of events outside Access' control including (but not limited to) war, sabotage, riots, acts of insurrection or civil disobedience, failure of transportation, act of government or its agencies, judicial action, strikes, accident, fire, flood, act of God, shortages of manpower, materials, energy or technical failure.

Drawings & Proprietary Data

All manufacturing drawings, specifications and technical material submitted by Access and all inventions and discoveries made in carrying out any transaction based thereon, are the property of Access and are confidential and shall not be disclosed to or discussed with others. All such drawings, specifications and technical material and all models or samples submitted with the contract or in carrying out any transaction based thereon, shall be returned to Access on demand. Drawings and other descriptive matter furnished with the contract are not binding as to detail unless certified correct by Access in acknowledging a contract relating thereto.

Assignment of Contract

At no time will the Buyer assign the contract in part or whole of any of its rights or delegate any of its obligations without the agreement of Access. Access reserves the right to withhold any such agreement for any reason.

Government Contracts

The Buyer must make Access aware of any contract where its products are to be used in performance of a government contract or subcontract and the Government contract or subcontract number must appear on the Buyers purchase order and made clear to Access. The Buyer must make Access aware of all the Government contract regulations pertaining to the contract and the product of Access', required for the contract.

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**Law & Place of Contract**

All purchase orders are made subject to final acceptance by Access at its designated office or manufacturing facility. The conditions stated herein shall apply to and govern this contract. In case of any inconsistency between said Terms and Conditions and Buyers purchase order, the former shall prevail. Any dispute arising out of the placing of any such order and the acceptance thereof as herein provided, shall be construed in accordance with the laws of the state in which this order is accepted by Access.

Agreement

These Terms and Conditions constitute the entire agreement between the Buyer and Access. No addition or modification of any kind to any clause of this agreement shall be binding on Access unless agreed in writing by Access.

Communication

All correspondence relating to any dispute arising from this contract shall be made only in writing to Access and its representatives, by the Buyer and its representatives, by registered mail or 'signed for' courier service.

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Effective as of December 1, 2023

Access Control Sales Ltd.

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