

SECURALL

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Standard Securall - Terms and Conditions

1. GENERAL – As used herein, “Supplier” or “Securall” means Securall Safety Storage, Inc. “Purchaser” means the entity to which Supplier’s offer is made or the entity purchasing the Goods from Supplier. “Goods” means equipment, equipment components, spare parts, accessories and services furnished to Purchaser by Supplier. “Affiliates” shall mean Securall’s wholly-owned subsidiaries. Supplier’s sale of any Goods is expressly conditioned on Purchaser’s assent to these Standard Terms and Conditions of Sale (“Terms”). Any acceptance of Supplier’s offer is expressly limited to acceptance of these Terms. Any terms or conditions (previously, contemporaneously, or hereafter) provided by Purchaser which add to, vary from, or conflict with these Terms are hereby expressly objected to. Unless otherwise expressly agreed in writing by a duly authorized representative of Supplier, these Terms supersede all other communications and agreements. Section headings are for purposes of convenience only. Orders shall be subject to acceptance by Supplier.

2. DELIVERY – Unless otherwise agreed in writing, Goods manufactured, assembled or warehoused in the continental United States are delivered F.O.B. shipping point, and Goods shipped from outside the continental United States are delivered F.O.B. point of entry. Where the scheduled delivery of Goods is delayed by Purchaser or by reason of any of the events of force majeure referred to in Section 6, Supplier may deliver such Goods by moving them to storage for the account of and at the risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Supplier reserves the right to make delivery in installments.

3. SECURITY AND RISK OF LOSS - Upon request from Supplier, Purchaser agrees to execute a security agreement covering the Goods sold or other assets and to perform all acts which may be necessary to perfect and assure a security position of Supplier. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, the risk of loss or damage shall pass to Purchaser and delivery shall be deemed to be complete upon delivery to a private or common carrier or upon moving into storage, whichever occurs first, at the point of shipment for Goods assembled, manufactured or warehoused in the continental United States or at the point of entry for Goods shipped from outside the continental United States.

4. PRICES – Prices shall be in accordance with the Supplier list price in effect at time of order. Supplier may, upon thirty (30) days prior written notice to Purchaser, change prices, or other terms of sale affecting the Goods, by issuing new price schedules, bulletins or other notices. This contract applies to new Goods only. Purchases of used equipment shall be on terms to be agreed upon at time of sale to Purchaser. The price does not include any taxes or any other governmental charges, unless the price indicated by Supplier specifically lists such tax or governmental charge as a line item. Purchaser is responsible for all applicable taxes and governmental charges (except any taxes on Supplier’s income). Supplier will accept a valid exemption certificate from Purchaser, if applicable. The price shall also be subject to adjustment in accordance with the published Price Adjustment Clauses, which price adjustment information shall supersede the terms of this Section 4, where inconsistent herewith.

5. PAYMENT – Payment terms shall be defined by Supplier in a written quotation. If Purchaser fails to pay any invoice when due, Supplier may defer deliveries under this or any other contract with Purchaser, except upon receipt of satisfactory security for or cash in payment of any such invoice. A service charge of the lesser of 1% per month or the highest rate permitted by applicable law shall be charged on all overdue accounts. Failure on the part of Purchaser to pay invoices when due shall, at the option of Supplier, constitute a default in addition to all other remedies Supplier may have under these conditions of sale or applicable law. If, in the reasonable judgment of Supplier, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, Supplier may require payment in advance or cancel any outstanding order, whereupon Supplier shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall become due on the date Supplier is prepared to make delivery. Should manufacture be delayed by Purchaser, pro rata payments shall become due if and to the extent required at Supplier by its contracts with the manufacturer. All installment deliveries shall be separately invoiced and paid for without regard to subsequent deliveries. Delays in delivery or non-conformities in any installment shall not relieve Purchaser of its obligations to accept any pay for remaining installments.

6. FORCE MAJEURE – Supplier shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control including but limited to acts of God, fire, storm, strike or other concerted action of workmen, act or omission of any governmental authority or of Purchaser, compliance with import or export regulations, insurrection or riot, embargo, quarantine, epidemic, pandemic, delays or shortages in transportation, or inability to obtain necessary engineering talent, labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to make up for such delay.

7. WARRANTY – Securall extends a one-year limited warranty on all parts and accessories installed by the manufacturer (A & A Sheet Metal Products, Inc.) at time of purchase.

Securall herewith extends a 15-year structural warranty from the date of shipment to the initial end user of a Securall cabinet/storage locker. Failure of structural components, such as load bearing walls, floor supports, sump structures and roof, will result in repair or replacement without charge. This warranty does not apply to heating and cooling systems, exhaust fans and other accessories, nor damage resulting from accident, neglect, misuse or installation of optional equipment after purchase.

A 100% satisfaction warranty is extended on all standard products if Securall is notified within 10 days of receipt of item and return is made FOB LaPorte, IN.

This warranty is null and void if Securall cabinet/storage locker is not properly set-up and used in accordance with factory recommendations and instructions. Any equipment and/or parts that have been subjected to abuse, misuse or tampering are not covered under this warranty.

All 3rd party components are subject to Manufacturers' Warranty.

No allowance will be granted for repairs or alterations made by the Purchaser without Securall's written consent.

In lieu of the foregoing remedy, Securall may (if Securall so elects), redesign and/or replace the Product or refund the full purchase price thereof.

If Purchaser disassembles or alters the Product for any reason without the written consent of Securall, this warranty shall be void.

Limitation of liability for Securall:

Securall's obligations are limited to repair, redesign, replacement or refund of the purchase price, at Securall's option. In no event shall the Purchaser be entitled to recover incidental, special or consequential damages arising out of any defect, failure or malfunction of the Product.

This warranty and Securall's obligation there under is expressly in lieu of all other warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. All warranties which exceed the aforementioned obligations are hereby disclaimed by Securall and excluded from this warranty. No other person is authorized to give any other warranty or to assume any other liability on Securall's behalf without written authorization.

8. LIMITATION OF LIABILITY – IN NO EVENT SHALL SUPPLIER BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, WHETHER IN WARRANTY, STRICT LIABILITY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE GOODS OR FACILITIES, DOWNTIME COST, OR DELAY COSTS. EXCEPT AS PROVIDED IN SECTION 12, PATENT INDEMNITY, SUPPLIER'S LIABILITY ON ANY CLAIM WHETHER IN WARRANTY, STRICT LIABILITY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE FOR ANY LOSS OR DAMAGE ARISING OUT OF, OR RELATED TO THIS CONTRACT OR THE PERFORMANCE OR BREACH THEREOF, SHALL IN NO CASE EXCEED THE PURCHASE PRICE ALLOCABLE TO THE GOOD OR PART THEREOF WHICH GIVES RISE TO THE CLAIM. All causes of action against Supplier arising out of or relating to this contract or the performance hereof shall expire unless brought within one year of time of accrual thereof.

9. CONFIDENTIALITY - Supplier and Purchaser (as to information disclosed, the "Disclosing Party") may each disclose Confidential Information to the other party hereto (the "Receiving Party"). "Confidential Information" shall mean all information related to the business, Products, or services of the Disclosing Party that is not generally known to the public, and all pricing and terms of the contract, provided that the obligations of this Section shall not apply as to any portion of the Confidential Information which: (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its representatives or its affiliates, or (ii) has been or is subsequently independently developed by the Receiving Party, its representatives or affiliates, without reference to the Confidential Information, or (iii) is required to be disclosed by law or valid legal process provided that the Receiving Party who intends to make such disclosure shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information. The Receiving Party agrees, except as otherwise required by law: (i) to use the Confidential Information only as the Disclosing Party intended it to be used by the Receiving Party in connection with providing or receiving the Good, and (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except disclosure to its employees to the extent necessary to facilitate providing or receiving Goods. Upon the Disclosing Party's request, the Receiving Party shall destroy or return to Disclosing Party all copies of Confidential Information. If either party or any of their respective affiliates or representatives is required or requested by subpoena, interrogatories, or similar legal process to disclose any Confidential Information, such party agrees to provide the Disclosing Party with prompt written notice of such request, so that the Disclosing Party may seek an appropriate protective order or waive compliance by the Receiving Party with the provisions herein. It is understood and agreed that this Section 9 survives any expiration/termination of the contract.

10. INTELLECTUAL PROPERTY - As between Supplier and Purchaser, Supplier shall retain and own all patents, copyright, trademarks, trade secrets, and other intellectual property embodied in or associated with the Good. Without limiting the generality of the foregoing, Supplier shall retain and own all right, title and interest in and to all inventions, discoveries, know-how, works of authorship, drawings, designs, processes, and ideas developed, discovered or conceived by Supplier or its employees in connection with the manufacture of the ordered Goods. No drawings, designs, or anything else provided by Supplier shall be deemed to be "work made for hire" as that term is used in connection with the U.S. Copyright Act.

11. SOFTWARE - In the event the Good contains or otherwise includes software, the software shall remain the proprietary property of Supplier (and/or its affiliates or other third parties who are Supplier's licensors, if applicable), and in no event shall title thereto be sold or transferred to Purchaser. In the event a Good supplied hereunder contains or otherwise includes software, the following shall apply: (i) subject to Purchaser complying with these Terms, Purchaser is granted a non-exclusive, non-transferable license to properly use the software in machine readable object code form only; (ii) any license so granted is limited to the proper use of the Good containing the software only in the manner authorized by Supplier; and (iii) Purchaser shall not sublicense the software to any other entity nor assign its license rights. Notwithstanding the above, in the event Purchaser transfers (in compliance with all applicable laws and regulations) title to any Good containing the software, the license granted hereby shall transfer to Purchaser's transferee. Any license granted hereunder shall continue: (i) until terminated in accordance with this contract, or, (ii) for the useful life of the Good in which the software is embedded or is otherwise an integral part, or, (iii) for the useful life of the software, whichever is shorter. Any modification, alteration, or removal or unauthorized use of the software constitute a breach of this contract and shall automatically terminate any license granted hereby. Purchaser shall not (and shall not permit any third party to) create derivative works based on the software, or reverse engineer, or disassemble or decompile the software, or transfer, copy, or modify, the software. In the event a separate written applicable Supplier-provided Software License is provided with the Good, specified in Supplier's quotation, and/or otherwise communicated to Purchaser, then the software shall be governed, in order of precedence, by the terms of the separate Software License and then by any non-conflicting terms hereof.

12. PATENT INDEMNITY – Supplier shall at its own expense defend any suits or proceedings brought against Purchaser insofar as based on an allegation that Goods furnished hereunder constitute an infringement of any United States patent, copyright or trademark. Supplier will pay the damages and costs awarded in any suit or proceeding so defended. Supplier's obligations in this Section are conditioned upon Purchaser promptly (i) notifying Supplier in writing of the third party's claim; (ii) giving Supplier full authority to control the defense and settlement of the suit or proceeding; and (iii) providing Supplier with full information and reasonable assistance at Supplier's expense. Supplier shall ensure that no such settlement intending to bind Purchaser shall be entered into without Purchaser's prior written consent, which consent shall not be unreasonably withheld or delayed. In case the Good (or any portion thereof) as a result of any suit or proceeding so defended is held to constitute infringement or its use by Purchaser is enjoined, Supplier will, at Supplier's option and expense: (i) procure for Purchaser the right to continue using the Good; (ii) replace the Good with substantially equivalent non-infringing Good; (iii) modify the Good so it becomes noninfringing; or (iv) take back the Good and refund or credit monies paid by Purchaser to Supplier for such Good less a reasonable allowance for use. Supplier will have no duty or obligation to Purchaser under this Section to the extent that the Good is (i) supplied according to Purchaser's design or instructions wherein compliance therewith has caused Supplier to deviate from Supplier's normal designs or specifications, (ii) modified, (iii) combined with items, systems, methods, or processes not furnished by Supplier and by reason of said design, instruction, modification, or combination a claim is brought against Purchaser. If by reason of such design, instruction, modification or combination, a claim is brought against Supplier or its affiliate, Purchaser shall protect Supplier and its affiliate in the same manner and to the same extent that Supplier has agreed to protect Purchaser under the provisions above in this Section. THIS SECTION 12 STATES SUPPLIER'S AND ITS AFFILIATES' EXCLUSIVE LIABILITY FOR INFRINGEMENT OF ANY THIRD PARTY'S PATENT, COPYRIGHT AND/OR TRADEMARK.

13. TERMINATION – Any order or contract may be cancelled by Purchaser only upon payment of reasonable charges (including an allowance for profit) based upon costs and expenses incurred, and commitments made by Supplier. See Cancellation Schedule Listed below.

CANCELLATION SCHEDULE

Definitions:

Standard Stocked Equipment - equipment as shown in the current catalog and available for shipment from the US Distribution Center.

Standard Non-Stocked Equipment - equipment as shown in the current catalog but not currently stocked at the US Distribution Center.

Engineered Equipment - equipment requiring customized features not shown in the current catalog.

Orders for Standard Stocked Equipment

* 25% of equipment price

Orders for Standard Non-Stocked Equipment & Engineered Equipment

A) After Design Completed:

* 25% of equipment price

B) After Detailed Drawing Completed and Purchase Orders Placed:

* 50% of equipment price

C) After Production has Started or Been Completed:

* Non-Refundable / Non-Cancellable

Additional charges added to the above depending upon the amount of non-recoverable costs and/or the amount of design, fabrication and assembly completed.

14. EXPORT CONTROL, AND FOREIGN CORRUPT PRACTICES ACT – Goods, technical data, technology, software, and services provided by Supplier to Purchaser shall at all times be subject to all applicable export control laws and regulations, including but not limited to applicable U.S. Export Administration Regulations, United Nations resolutions and European Union directives relating to trade embargoes and restrictions. Purchaser agrees and warrants that no Good, items, equipment, materials, services, technical data, technology, software or other technical information or assistance furnished by Supplier, or any good or product resulting therefrom, shall be exported or re-exported by Purchaser or its authorized transferees, if any, directly or indirectly, in violation of any law or regulation. Purchaser agrees and warrants that Purchaser shall not violate or cause Supplier to violate the U.S. Foreign Corrupt Practices Act of 1977 (as amended), in connection with any sale of the Goods.

15. U.S. GOVERNMENT CONTRACTS - If the Goods are to be used in the performance of a U.S. Government contract or subcontract, Purchaser expressly agrees to notify Supplier in writing in connection with Purchaser's order. Further, if the Goods are to be used in the performance of a U.S. Government contract or subcontract, only those clauses of the applicable U.S. Government procurement regulations which are mandatorily required by federal statute to be included in this contract shall be incorporated herein by reference.

16. REMEDIES – The remedies expressly provided for in these Terms shall be in addition to any other remedies, which Supplier may have under the Uniform Commercial Code or other applicable law.

17. CHOICE OF LAW - The validity, performance, and all other matters arising out of or relating to the interpretation and effect of these Terms and/or the contract shall be governed by and construed in accordance with the internal laws of the U.S. State in which Supplier's applicable sales or service facility is located without giving effect to any choice or conflict of law provision or rule (whether in such State or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of such State. Supplier and Purchaser expressly agree that the United Nations Convention on International Sale of Goods shall not apply.

18. MISCELLANEOUS - **18.1.** Typographical and/or clerical errors in Supplier's quotations are subject to Supplier's correction. **18.2.** Purchaser's issuance of a purchase order or Purchaser's receipt of the Good from Supplier shall (without prejudice to any other manner in which acceptance of these Terms may be evidenced) constitute full acceptance of these Terms. **18.3.** These Terms contain the entire agreement between Supplier and Buyer with respect to terms and conditions and supersede all previous and contemporaneous statements, agreement and representations with respect to terms and conditions. These Terms cannot be superseded, amended, or modified except by an applicable negotiated agreement signed in handwriting by an authorized sales manager of Supplier and an authorized representative of Purchaser containing terms and conditions substantially similar to the terms and conditions of these Terms. Any purchase order issued by Purchaser to Supplier is for Purchaser's internal purposes and no term or condition stated in such document shall modify these Terms. Supplier's execution of any document issued by Purchaser shall constitute only an acknowledgment of receipt thereof, and shall not be construed as an acceptance of any of the terms or conditions therein that differ from, conflict with, or add to these Terms. **18.4.** Neither party shall assign or transfer the contract without the prior written consent of the other party (which consent shall not be unreasonably withheld); any purported assignment in violation of this sentence shall be void. Irrespective of the foregoing, Supplier may without consent assign the contract (or any of rights or obligations hereunder) to any of its affiliates and/or use sub-contractors. **18.5.** The provisions of these Terms are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision. **18.6.** Neither party's failure to enforce, or its waiver of a breach of, any provision contained in these Terms shall constitute a waiver of any other breach or of such provision. **18.7.** All headings, captions and numbering in this document are for convenience of reference only and shall not be used to interpret any meaning of any terms or condition. **18.8.** The parties are independent contractors under this contract and no other relationship is intended including, without limitation, any partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or any other special relationship. **18.9.** All rights and obligations contained in these Terms, which by their nature or effect are required or intended to be kept, observed, or performed after the termination or expiration of the order/contract will survive and remain binding upon and for the benefit of the parties, their successors, and permitted assigns.

PAYMENT TERMS

Unless expressly agreed to in writing on a specific contract or order, our standard payment terms are:

1. Domestic Shipments
 - A. Cabinets Options with PO:
 - i. Credit Card in Full – 3% Administrative Fee
 - ii. ACH in Full
 - iii. Check in Full
 - B. Building/Locker Options with PO:
 - i. 50% Down / 50% Prior to Shipment
 1. 3% Administrative Fee Applies to CC Payments

In those cases where progress payments are required, all work on the order will cease if payment is not received in accordance with the payment schedule.

2. Export Shipments
 - A. 100% Wire Transfer - \$100 Administrative Fee Applies
3. Credit Approval

All terms are subject to credit approval by Securall.