

# Terms and Conditions of Sale

## General Information

All descriptions, quotations, proposals, offers, acknowledgments, acceptances and sales of DoorKing® products are subject to and shall be governed exclusively by the terms and conditions stated herein. Buyer's acceptance of any offer to sell is limited to these terms and conditions. Any terms or conditions in addition to, or inconsistent with those stated herein, proposed by Buyer in any acceptance of an offer by DoorKing, are hereby objected to. No such additional, different or inconsistent terms and conditions shall become part of the contract between Buyer and DoorKing unless expressly accepted in writing by DoorKing. DoorKing acceptance of any offer to purchase by Buyer is expressly conditional upon Buyer's assent to all the terms and conditions stated herein, including any terms in addition to, or inconsistent with those contained in Buyer's offer. Acceptance of DoorKing products shall in all events constitute such assent. No agent or representative of DoorKing, Inc. has any express or implied authority to make any representation, promise or guarantee not stated herein.

These policies and terms and conditions of sale may be modified by DoorKing at any time. Please contact your DoorKing representative with any questions regarding these policies and terms and conditions of sale.

## Authorized Distributors & Dealers

DoorKing uses a vertical marketing system (VMS) to allow our products to be distributed across the country, easily available and to have our products installed correctly, safely and professionally by licensed installing dealers. This is most important as our products are not designed for the DIY (Do It Yourself) market. Our products must be installed in accordance with the manufacturer's installation manuals, industry safety standards, building codes and/or city/state/federal requirements and guidelines. Most lay persons are unaware of, or are not familiar with, these standards and codes and do not realize the potential hazards associated with an incorrectly designed or installed automated vehicular gate and access control system. These systems, if not properly designed, installed, used and maintained, can result in serious injuries or death. Because of these reasons, DoorKing has chosen to market its products only to professional companies, who are trained, licensed and insured to sell and/or install access control systems, vehicular gate operating systems, parking control systems and security systems. DoorKing does not condone business models that bypass the professional installing dealer and we reserve the right to eliminate the availability of our products from companies who sell direct to the DIY market.

## Terms

Initial terms of sale to new accounts is C.O.D. For your convenience, we accept payment via cash, cashier check, bank transfer and the following credit cards: American Express, Master Card and Visa. All payments via any of the above credit cards will be assessed a 2.5% credit card service charge fee<sup>1</sup>. 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.

1. Applies to customers with Distributor status only.

Our terms of sale are net 30-days from the invoice date. A 1.5% 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. Buyer agrees to pay reasonable collection cost, reasonable attorney's fees and actual court cost if these charges are incurred by DoorKing in the collection of monies owed on buyers account.

## Pricing

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 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.

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 one (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.

Authorized Distributors and Dealers - please use our web portal for prices not found in this price schedule.

<https://webportal.doorking.com/>

## Quotations

All written quotations will remain valid for a period of thirty (30) 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.

## 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.

## Will Call

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

## Shipping

All shipments are F.O.B. (Free On Board) from our shipping warehouse in Inglewood, California via a carrier of our choice. This means that the Buyer assumes title and control of the shipment the moment the carrier signs the Bill of Lading. 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 passes to the Buyer upon delivery of the products to 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, loss or damaged goods to the transportation company.

**Check Your Shipment Carefully.** Upon receipt of your order, check your shipment for any signs of shortages, loss or damage. If you suspect any shortages, loss or damage, this must be noted on the carrier's Bill of Lading. Once you sign the Bill of Lading without any notation of shortages, loss or damage, you release the carrier and DoorKing of any liability and responsibility for any shortages, loss or damage. ***Claims for errors or shortages must be made immediately upon receipt of order. Claims for shortages, loss or damage cannot be deducted from our invoice.***

## Drop Shipments:

**Dealers:** If you have more than one place of business, a separate account number for each ship-to location must be established with DoorKing, otherwise a drop shipment fee of 25% of the invoice (less taxes and freight) will be applied to those invoices with a ship to location that does not have an account number established.

**Distributors:** You will need to establish an account number with DoorKing for each of your locations (if more than one) that you want us to ship to, and for each of your dealer customers that you want us to ship to, otherwise a drop shipment fee of 25% of the invoice (less taxes and freight) will be applied to those invoices with a ship to location that does not have an account number established.

To establish an account number for a ship to location, complete the [Ship to Account Information Short Form](#) and return it to DoorKing (info@dooorking.com).

Drop ship fees apply only to new orders for finished goods and non-warranty parts, and will be applied regardless of the method of shipping (common carrier, UPS, FedEx, Postal, etc.). No drop shipments will be made to destinations outside of the United States (50 states).

Drop ship fees are not applied to the following:

- Warranty or RMA items
- Access cards and transmitters
- Job site deliveries<sup>1</sup>

1. You must have prior approval for any job site delivery - contact your Regional Sales Manager. Job site must have the capability to unload the shipment. Any additional fees (lift truck, residential delivery fees, etc.) imposed by the freight company are the responsibility of the buyer and these fees will be charged back to the buyer.

DoorKing will not drop ship (*includes 3<sup>rd</sup> Party Shipments*) to DIY consumers who have purchased our products direct from internet web sites (see Authorized Distributors and Dealers).

## 3rd Party Shipments (drop ship policy applies)

All third party shipments are FOB, Inglewood, California, freight collect (this means that the buyer is responsible for all freight charges). DoorKing will not file any claims for shortages, loss or damage on behalf of the Buyer for Buyers who use their own transportation services, or who contract with a third party transportation service for shipment of goods. Any additional fees imposed by the transportation company are the responsibility of the Buyer. Furthermore, DoorKing will not replace any product because of shortages, loss or damage, and will not prepay any shipping charges for any shipment by a third party carrier.

## Fees

**Handling:** \$5.00 handling/insurance fee per package is charged on all FedEx, UPS and U.S. Postal Service shipments (fee includes insurance).

**Fed-Ex Pick-up:** \$5.00 pick-up fee per package for all shipments requested by the buyer to be shipped via FedEx (this fee applies to FedEx shipments only). This is a fee that FedEx imposes on DoorKing and buyer agrees to reimburse DoorKing for this fee.

**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 Handling:** \$25.00 shipment fee is applied to all common carrier LTL shipments. There are additional fees that may be applicable and are beyond our control. These fees include residential deliveries, waiting time, lift gates, etc. We are not advised of these fees until after the delivery is made. Fees of this nature will be charged back to the consignee.

**LTL Pickup:** \$50.00 LTL pick up fee is charged by the carrier to DoorKing when DoorKing schedules a pick up at the customer's location. This fee is added to the freight charges that apply.

## 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 parts from 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. **Once manufacturing of a special order has started, the order cannot be cancelled.**

Special cards and card codes, AVI readers and specially built gate operators are examples 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.**

## Warranty Claims

Warranty claims are handled strictly through our RMA Department. Please contact an RMA Department staff member before ordering any replacement items or products. We offer advance shipment for exchange parts so the customer does not suffer lost time waiting for the defective to be returned to us. It is **not allowed** to place a new item order when attempting to resolve warranty issues with our products. We support our products by providing an exchange for the defective internal part of a larger product; we do not replace entire main product assemblies. [rma@doorking.com](mailto:rma@doorking.com)

The repair or replacement of products or parts is subject to the terms of our warranty policies.

## 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 RMA number, or they may be refused. Cost for repairs and/or missing parts will be deducted from the credit allowance.

Restocking fees will be waived for returns with an original invoice date less than thirty (30) days old. 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.

Any product that was purchased from DoorKing with an original invoice date of 90 days 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.

## 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.

## 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.

## Repairs

All repairs must be issued an RMA number before they can be returned to DoorKing. Repairs that are returned without prior authorization are subject to lengthy delays. Prior to returning any item to DoorKing, please contact our RMA department for an RMA number and have the following information available: the model number of the product and the circuit board number, the serial number, and the revision letter.

Standard flat rate repair charges that are listed on the following pages apply only to products manufactured by DoorKing that are beyond the warranty period and became

defective because of random component failure. Standard flat rate repair charges apply only to products that are returned to DoorKing for repair and return. **The standard flat rate repair charge does not apply to products that are returned under an advance replacement RMA.**

The standard repair charges do not apply to products or parts that are deemed by DoorKing to be un-repairable because of vandalism, abuse, improper installation including connection to an improper voltage source, power surges, lightning damage or natural disasters. Additional repair charges will be assessed to replace missing parts or parts damaged beyond repair. Boards that are deemed to be beyond repair will be returned to the owner or scrapped upon written authorization from the owner.

## Repair Warranty

Circuit boards repaired by DoorKing are warranted for a period of ninety (90) days from the date of repair. This warranty covers bench repairs only. For this warranty to be in effect, any product or parts must be returned to DoorKing freight prepaid. DoorKing is not responsible for any cost incurred involving on-site service calls, or labor charges incurred in the removal or replacement of any parts. **This warranty does not apply to products or parts damaged because of vandalism, abuse, improper installation including connection to an improper voltage source, power surges, lightning damage or natural disasters.**

## Advance Replacements

Defective or un-used parts that have been advanced to you must be returned to DoorKing within thirty (30) days from the date of the advance replacement invoice.

Not all circuit boards are available for advance replacement. Advance replacement boards are not guaranteed to be available. You must know the serial number and the revision level of the board that you are requesting an advance replacement for prior to our shipping an advance replacement board to you. Out of warranty advance replacement repair charges are billed at a higher rate than the standard flat rate repair and return charge.

## Obsolete Board Repair and Replacement (Upgrade) Information

Many early model circuit boards are not available for advance replacement and cannot be repaired. These boards are identified in the tables in Section A5 of this price schedule.

Upgrade: The upgrade option allows you to replace an old circuit board with a new current production circuit board at a reduced rate. When choosing this option, the upgrade charge includes any additional parts required to install the new circuit board into the telephone entry / access control system. The upgrade option also carries a two-year warranty on the circuit board. If you choose the upgrade option as an advance replacement, the reduced rate upgrade charge will not be applicable until the replaced circuit board and

memory chips are returned to DoorKing. Otherwise, you will be responsible for payment in full of the new circuit board and memory chips sent to you under the advance replacement program.

### **Shipping Charges**

DoorKing pays UPS ground shipping charges one way only on warranty advance replacement items. If any other means of shipping (UPS red, blue, etc.) is requested, you are responsible for the difference between that method and UPS ground charges. Shipping charges for the return of advance replacement items are the responsibility of the customer. All shipping charges for non-warranty repair items are the responsibility of the customer.

