



September 25, 2019

STANDARD TERMS AND CONDITIONS OF SALE

Applicable to all orders for Sentry Mirror Inc. goods or services sold by, Sentry Mirror Inc., or any subsidiary thereof.

1. **Applicability of Commercial Code.** This is a purchase and sale between merchants and the California Commercial Code and Incoterms 2010 rules govern this transaction as provided herein.
2. **Contingencies.** Sentry Mirror is not liable for any failure to make delivery of the goods which are the subject of a customer's order that are caused by circumstances beyond its control which makes such performance commercially impracticable including, but not limited to, acts of God, fire, flood, war, civil unrest, terrorist act, governmental action, accident, labor difficulties, shortages or inability to obtain material, equipment or transportation. In the event Sentry Mirror is so excused from making delivery of such goods, either party may terminate the contract and the customer will, at its expense and risk, return any goods previously shipped to the place of shipment by Sentry Mirror.
3. **Risk of Loss.** All shipments by Sentry Mirror are made FOB at Sentry Mirror's premises as the named place of delivery, Free Carrier (FCA) Incoterms (2010) rules, whether or not freight charges are prepaid and allowed or prepaid and charged to the Customer. The risk of lost shifts to the Customer at the time of delivery to the named motor carrier. The Customer shall have the exclusive responsibility to make all claims against the motor carrier. Sentry Mirror shall use commercially reasonable efforts to assist a Customer with claims against the motor carrier.
4. **Sales and Other Taxes.** In AL, AZ, AR, CA, CO, CT, GA, HI, ID, IL, IN, IA, KS, KY, LA, ME, MD, MA, MI, MN, MS, NE, NV, NJ, NM, NY, NC, ND, OH, OK, PA, RI, SC, SD, TN, TX, UT, VT, VA, WS, DC, W, WI, and WY sales taxes, if applicable, shall be added to the invoice price covering the customer's purchase in question. In all other jurisdictions, state or local sales or use taxes, if applicable, shall be paid by the customer. In all locations, all applicable federal or other taxes shall be added to the customer's invoice covering the goods which are the subject of the transaction.
5. **Insurance.** For parcel post shipments, a fee equivalent to insurance charges will be included in the amount added for shipping charges unless the customer's purchase orders states that shipment is not to be insured by Sentry Mirror. Customers are advised to promptly notify Sentry Mirror in the case of goods damaged or lost in transit so that Sentry Mirror may file the necessary tracer or complaint and help to prosecute the customer's claim against the shipper. Sentry Mirror may, at its own discretion, replace an item contingent upon a completed claims form and photos.
6. **Terms of Sale.** Unless otherwise agreed to by Sentry Mirror, all monies due Sentry Mirror are due at time of sale. If customer has applied for and Sentry Mirror has awarded terms, monies for sales of goods are due net 30 days from the date of invoice. If, in Sentry Mirror's opinion, extension of credit for the amount involved is not warranted at the time of shipment, Sentry Mirror may require the customer to change the method of payment for such goods. All payments are to be made in U.S. dollars. Sentry

Mirror reserves the right to subject all goods which are not paid for in a timely manner to a late payment charge of 1½% per month.

7. Prices. Prices stated in Sentry Mirror published price list and specific quotations are based on Sentry Mirror's cost of labor and material prevailing at the time of issuance. Prices stated in Sentry Mirror's Acknowledgement of Purchase Order are firm for any customer orders that request prompt delivery. Otherwise, if a customer requests definite or indefinite future delivery or if there is a delay in Sentry Mirror's receipt of any approvals that may be required prior to shipment, prices will be subject to escalation to cover Sentry Mirror's cost prevailing at the time of shipment. Any reduction in the quantities shown in the customer's purchase order may result in changes in unit prices of remaining items or cancellation charges to cover Sentry Mirror's expenses and losses incurred.

8. Changes in Delivery Requirements. If a customer's order indicates that the customer will advise Sentry Mirror subsequently of its delivery requirements or if there is a change in the customer's stated delivery requirements, Sentry Mirror requests that the customer notify them at least 30 days in advance of the intended future shipment date.

9. Sentry Mirror's Warranties. Sentry Mirror will provide a copy upon request or locate it on www.sentrymirror.com. Sentry Mirror (referred to as "the Warrantor") will repair or replace this product with new or refurbished parts, free of charge, in the USA, in the event of a defect in materials or workmanship as follows:

<u>Product</u>	<u>Parts</u>	<u>Period</u>
SentryMirror	Stainless Steel Front Bezel	Lifetime
Sentry Mirror	Aluminum Wall Panel	Lifetime

This warranty is extended only to the original purchaser. A purchase receipt or other proof of the date of the original purchase and purchaser registration is required before warranty replacement parts can be provided.

This warranty only covers failures due to defects in materials and workmanship, which occur during normal use and does not cover normal maintenance, including, but not limited to, mirror or shield replacement. The warranty does not cover damage, which occurs in shipment, or failures, which are caused by products not supplied by the warrantor, or failures, which result from accident, misuse, abuse, neglect, mishandling, misapplication, alteration, modification, faulty installation, set-up adjustments, or damage that is attributable to vandalism or forces majeure.

PARTS REPLACEMENT, WHICH DOES NOT INVOLVE DEFECTIVE MATERIALS OR WORKMANSHIP, AS DETERMINED BY THE WARRANTOR, IN ITS SOLE DISCRETION, IS NOT COVERED. COSTS OF SUCH REPLACEMENT PARTS ARE THE RESPONSIBILITY OF THE PURCHASER.

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Purchaser shall indemnify and hold harmless Sentry Mirror, from and against any and all claims, causes of action, losses, liability, damages (including any punitive or exemplary damages) and all incidental costs and expenses thereto which may incur resulting from or arising out of the use of this product. No liability whatsoever shall attach until the product(s) involved have been paid for in full. Sentry Mirror's liability is limited to the repair, replacement of defective parts or refund the purchase price, at the option of Sentry Mirror. Sentry Mirror shall not be liable for indirect, special, incidental or consequential losses, damages, or expenses.

10. Please note any items returned to Sentry Mirror require a Return Material Authorization (RMA) and are subject to a 20% restocking fee.