

KG GROUP

STANDARD TERMS AND CONDITIONS

Agreement: This Agreement is the complete and exclusive statement of the parties' contract and supersedes any prior or contemporaneous proposal, representation, negotiation or other communication, including any provision in requests for proposals, quotations, bids, purchase orders and similar documents. This Agreement may not be varied or modified in any manner, except by a subsequent writing executed by an authorized representative of KG GROUP.

Limited Warranty: KG GROUP warrants for a period of one (1) year from the date of manufacture, NL LOCK products shall be free from material defects in workmanship and material and shall conform to applicable NL LOCK specifications.

If purchaser gives KG GROUP written notice during the warranty period that the products or any component thereof fails to comply in any material respect with the applicable warranty, KG GROUP shall make, or cause to be made, in the manner specified herein, all necessary repairs, corrections and/or replacements necessary to make the products comply with the warranty given hereunder. KG GROUP shall not be obligated to perform any services or repairs on the container on which the Products are mounted. Purchaser shall be responsible for the removal and reinstallation of all parts or components returned to KG GROUP for service.

The warranties contained herein shall not apply to any repairs, corrections or replacements caused by; (1) physical abuse of the product or any component or acts of vandalism by any persons other than KG GROUP, its employees, agents or subcontractors; (2) unless consented to by KG GROUP, alterations, modifications, additions, or repairs made during the applicable warranty period by anyone other than KG GROUP, its employees, agents, or subcontractors, in such a way that the alterations, modifications, or repairs have adversely affected the reliability or performance of the product or any component; (3) accidents or damage resulting from fire, water, wind, hail, lightning, electrical surge or failure, earthquake, theft or similar causes not caused or contributed to by the negligence of KG GROUP or its employees, agents, or subcontractors; or (4) damage to any component as a result of improper shipment of such components by Purchaser or its employees or agents.

Warranty Disclaimer: THE WARRANTIES IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SAID WARRANTIES BEING EXPRESSLY DISCLAIMED.

Remedy: Purchaser agrees that its sole and exclusive remedy against KG GROUP shall be limited to the repair and replacement of defective parts of the product, provided KG GROUP is promptly notified in writing of any defect. This exclusive remedy shall not be deemed to have failed of its essential purpose so long as KG GROUP is willing and able to repair or replace the defective parts and, in any event, KG GROUP liability for any damages due Purchaser shall be limited to the purchase price of the product. THIS PARAGRAPH STATES PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY.

Limitations on Actions and Liability: The statute of limitations applicable to all claims arising under this Agreement or otherwise shall be one (1) year from the date the claim accrues. KG GROUP shall not be liable for any loss, damage, or injury resulting from delay in delivery of installation of the product or for any failure to perform, which is due to circumstances beyond its control. The maximum liability, if any, of KG GROUP for all damages, including without limitation contract damages and damages for injuries to persons or property, whether arising from KG GROUP's breach of this agreement, breach of warranty, negligence, strict liability, or other tort, with respect to the goods, or any services in connection with the goods, is limited to an amount not to exceed the purchase price of the product. In no event shall KG GROUP be liable to purchase for any incidental, consequential, or special damages, including without limitation lost revenues and profits, even if it has been advised of the possibility of such damages. The right to recover damages within the limitations specified is purchaser's exclusive alternative remedy in the event that any other contractual remedy fails of its essential purpose.