



## **Limited Warranty Terms and Conditions**

The Securitech Group, Inc. (the Company) warrants that its products sold are free from defects in workmanship and materials under normal use and service as stipulated on the list shown below. This warranty does not cover defects or damage arising from improper installation, a lack of or improper maintenance, improper storage, shipping and handling damage, improper application or specification other than the manner which product use was intended, ordinary wear and tear, misuse, abuse, accident, improper voltage, unauthorized service, or use with unauthorized non-Securitech products or parts. This warranty does not cover nor provide for the reimbursement or payment of incidental or consequential damages or any shipping charges related to exercising of this warranty. We reserve the right to make changes in materials, components or manufacturing methods at any time without prior notice.

The effects of corrosion, erosion and normal wear and tear are specifically excluded from this limited warranty. Performance warranties are limited to those specifically stated within the Company's proposal. The Company makes no other warranty or representation of any kind whatsoever, expressed or implied, except that of title, and all implied warranties of merchantability and fitness for a particular purpose, are hereby disclaimed. No agent, representative, dealer, or employee of Company has the authority to increase or alter the obligations of this Limited Warranty. Correction by the Company of nonconformities whether patent or latent, in the manner and for the period of time provided above, shall constitute fulfillment of all liabilities of the Company for such nonconformities, whether based on contract, warranty, negligence, indemnity, strict liability or otherwise with respect to or arising out of such Equipment. The Purchaser shall not operate product, which is considered modified or defective, without first notifying the Company in writing of its intention to do so. Any such use of product will be at the Purchaser's sole risk and liability and will not be covered by this limited warranty.

The only liability of the Company is tort, contract whether under warranty or otherwise, shall be limited to the repair or replacement of any product or component part which shall prove defective as covered by this warranty within the time period as listed in the table below, after delivery to the original purchaser.

The Company will not pay for the cost of service charges or repairs performed, or for any labor costs including, but not limited to, such costs as removal and installation of product, shipping and freight expenses required to return Product to the Company, or failures, defects or damages caused by third party product or service other than in accordance with this warranty, nor shall the Company be liable to compensate the Buyer for any delay in either replacing or repairing the Goods or in properly assessing the Buyer's claim.

This warranty gives you specific legal rights, and you may have other rights as otherwise permitted by law. Refer to your local law for your specific rights under this warranty.

## **Limited Warranty Terms and Conditions (Cont.)**

### **DELIVERY**

Orders shall be acknowledged and given a scheduled delivery date based on estimated manufacturing lead times. Manufacturing lead-time will begin once all information is received to process and schedule an order in production. Delivery dates given by Securitech as part of order acknowledgment for accepted orders are provided on a best effort basis. Shipping dates shown on order acknowledgments are based upon Securitech's estimate and cannot be guaranteed. Securitech will not be held liable for any loss or damages resulting from delays in filling orders, including any direct or consequential loss or damage. Securitech reserves the right to make partial shipments unless the order specifies otherwise.

### **CHANGES/CANCELLATIONS**

After orders are entered for manufacturing, changes or cancellations cannot be accepted without Securitech written authorization and may be subject to a change or cancellation charge equivalent to 40% of the purchase price. Orders for special and/or custom designed goods are not changeable, cancelable, or returnable. Please note that all changes or cancellations can affect stated ship dates.

### **SHIPPING/FREIGHT**

All Products shall be shipped FOB Origin domestic or FCA International (INCOTERMS 2010) from Securitech's facility in Maspeth, NY USA. Securitech shall be deemed to have delivered all Products and related goods when such are put in the custody of a carrier at Securitech's plant or warehouse above, at which time all title, risk of loss or damage shall pass to Customer. All shipments will be made in accordance with the preferred routing, carrier assignments, and operational guidelines of Securitech. Customer shall bear all freight and insurance costs.

### **EXPORT REGULATIONS**

Customer agrees to conform to, and abide by, the export laws and regulations of the US, including, but not limited to, the Export Administration Act of 1979 as amended and it is implementing regulations. Diversion contrary to US laws and regulations is prohibited.

### **CLAIMS**

All claims must be submitted in writing to Securitech as follows: (i) All claims regarding Deliverable quantity or incorrect orders must be submitted within ten (10) days from the date of delivery; (ii) All claims for damage to Deliverables (while in the care, custody, and control of Company) must be submitted within thirty (30) days from the date of invoice; (iii) All claims for loss or damage to Deliverables while in the care, custody, and/or control of a carrier will be the responsibility of Customer, unless otherwise agreed by the parties. Carriers each have specific deadlines to submit claims for damages or shortages and it is the responsibility of the customer to file any such claim in a timely fashion.

### **PRODUCT CHANGES**

Securitech product policy is one of ongoing update and revision, and accordingly, the Company reserves the right to change, without notice, the design of, or the process of manufacturing the Deliverables covered by this Agreement.

### **PRODUCT USAGE LIMITATION**

Customer agrees: (i) not to sell or use a Deliverable in any manner contrary to the manner in which the deliverable is intended to be used; and/or (ii) not to modify the design of any Deliverable for use with another product without the prior written consent of Securitech.

### **GOVERNING LAW**

These Terms and Conditions of Sale and any subsequent sales agreements between Securitech and Customer shall be construed in accordance with the laws of the State of New York. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

### **CONSUMER PRODUCTS**

With respect to "consumer products" as defined under the Magnusson-Moss warranty act ("mmwa"), the following statements are made. (a) Some states or local laws do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you; (b) if any implied warranty is provided under the mmwa, it is Limited to the duration of the warranty provided above. (c) Some states or local laws do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or Exclusion may not apply to you; and (d) this warranty gives you specific Legal rights and you may have other rights, which vary from state to state.

## **Limited Warranty Information**

Warranty Items	Mechanical (Years)	Electrical (Years)
4200, 4600, 4700, 4800 Series	3	1
4500 Series	5	-
4900 Series	1	1
47PL	2	-
49PL	2	-
5000 Series	1	1
6000 Series	1	-
7000 Series	1	1
8000 Series	1	1
9000 Series	1	1
2C Series (MLY & EDD)	1	1
A4L	3	3
ABM Series	2	5
DX, PB Trims	1	1
ELD Series (Lexi Lockdown)	2	2
GG, GK Trims	2	5
LDT Trims	1	5
LO-CCMAG Series	2	5
LR Trims	1	5
QID Series	2	2
Rachie Series	1	1
SafeBolt Series	2	2
SEL Series	5	1
TEL Series	5	1
TEL Series Trims	2	5
UG Trims	2	5
USPS-TL Models	1	1
Alarms	-	1
Daisy Series	1	1
Key Switches	1	1
Power Transfers	-	1
Power Supplies	-	1
Push Buttons, Remotes	-	1
Splice Boxes, All Accessories	1	1

Please call or email to request product warranty information on any product not included in the above list.

## **Return Policy and Procedure**

No returned merchandise will be accepted without a Return Material Authorization number (RMA). Please contact Customer Service to request a RMA and follow the instructions provided. Include your original PO# and our Order # to expedite processing.

RMA's are photographed in Receiving and during Inspection. RMA's received with inadequate protective packaging to prevent product damage in the course of normal shipping and handling in transit to Company will immediately void the warranty and the shipment will be returned as received.

All Securitech products are supplied with installation instructions. Products must be installed as per the instructions provided. Failure to do so will void the warranty. Please contact us if you need instructions or templates sent to you.

Only Deliverables that are new, current, standard, non-obsolete, non-specially manufactured, unused, in their original condition as at the time of sale by Company to Customer, in their original packaging and in Customer's inventory less than 90 days from the date of shipment by the Company may be considered by Company for return. Such credit will only be issued if, after Company's receipt and inspection of Deliverables, Company approves the return. The amount of final credit will be determined upon receipt at the factory and following Company's inspection and analysis of the condition of the returned material. Company retains the right to deny credit to anyone for any reason.

Certain products are subject to a restocking fee of 25% to 50% of Invoice.

Special finish models are non-returnable. Special Finish examples include 605, 606, 612, 613.

Custom Models are defined as any product designed to address an application not covered by a regular catalog item. A custom designed model normally does not become a regularly produced catalog item. Custom models also include any stock item that has a non-stock special finish code. Custom models may include but are not limited to SBO, SHD, IHD, HVL, VC models. Custom models are not returnable. Please contact your sales representative if you have any questions.

At Company's discretion, a UPS call tag may be issued. If the item is returned for any other reason, you are responsible for the shipping costs inbound and outbound, and any insurance costs.

There is a 25% restocking fee for products that are returned for the following reasons:

1. Customer changed specification details
2. Customer ordered incorrect product. Customer has overstock or product is no longer needed. Securitech reserves the right to deny the return of any products and/or increase the restocking fee as necessary.

Credits are usually applied within 15 business days after receiving and approving the returned item(s).

### **Ship Authorized Returns to the following address:**

Securitech Group, Inc.  
Returns Dept: **[Reference the RMA# on the carton]**  
54-60 46th Street  
Maspeth, NY 11378

## **Repair Policy and Procedure**

No returned merchandise will be accepted without a Return Material Authorization number [RMA]. Please follow the RMA instructions provided. Include your original PO# and our Order # to expedite processing.

RMA's are photographed at time of Receiving and during Inspection. RMA's received with inadequate protective packaging to prevent product damage in the course of normal shipping will be returned as received.

Handling Fee: \$75 evaluation fee. This fee will be deducted from any work performed on our repair estimate.

Parts: List price, less any applicable discount.

Mechanical & Electrical Labor: \$95 per hour. Minimum charge is \$50.00.

Repaired products are covered for 1 year. Please ensure that you ascertain the reason for the repair. Example: If a door is sagging or creating too much stress on the latchbolt or strike, please correct the door's problems before re-installing the repaired lock or the same issue may recur.

### **Ship Authorized Repairs to the following address:**

Securitech Group, Inc.  
Repairs Dept: **[Reference the RMA# on the carton]**  
54-60 46th Street  
Maspeth, NY 11378

*File ver 08112020SM.doc*