



Orion Entrance Control, Inc.

Terms and Conditions of OFHS AND/ OR OFHT Sales

1. GENERAL.

1.1 Application. These Terms and Conditions (the "Terms") shall apply to orders for and sales of the Orion Full Height Single and the Orion Full Height Tandem (the "OFHS and/ or OFHT") by Orion Entrance Control, Inc. (the "Company") to the Customer, as identified in a Quote or Purchase Order.

1.2 Order and Sale. The Company shall sell and deliver the OFHS AND/ OR OFHT as set forth in a quote (the "Quote") or through an online, phone, in person, or partner order documented through a purchase order issued by the Company (a "Purchase Order" or "P.O.").

1.3 Shipment and Delivery. The Company will use reasonable efforts to meet acknowledged shipment dates shown on the Quote or Purchase Order but will not be liable for delays caused by Customer or its representatives in providing payment, or for other reasons.

1.4 Site Preparation. Customer is responsible for all site preparations and facility improvements necessary or advisable to accept and install the OFHT AND/ OR OFHT.

1.5 Software. To the extent that the OFHS AND/ OR OFHT incorporates any third-party software, Customer acknowledges that such software (the "Software") is licensed (not sold) to Customer. Any and all software and Company's existing intellectual property rights in its designs, specifications, drawings, and technical documents included with or within the OFHS AND/ OR OFHT shall at all times remain the sole and exclusive property of Company and/or its suppliers. Company shall provide to Customer a limited, non-exclusive, license to use the Software solely in connection with Customer's use of the OFHS AND/ OR OFHT in accordance with these Terms for so long as Customer owns the OFHT AND/ OR OFHT, as the case may be. Customer may not reproduce, reverse-engineer, de-compile, disassemble, alter, translate, modify, adapt, market, resell, or sublease the Software. All rights not specifically granted to Customer herein are specifically excluded and are hereby reserved by Company and/or its suppliers. In addition to the foregoing, Customer may also be subject to the terms of a software license agreement of the manufacturer of such software.

2. QUOTATIONS; ACCEPTANCE OF ORDERS.

2.1 Quotations. Customers seeking a quoted price for bulk purchases of OFHS AND/ OR OFHT shall submit to Company all such requests (a "Request"). In response to a Request, Company may issue to Customer a written Quote.

2.2 Purchase Order. In order for any Request or other inquiry that resulted in a Quote to be accepted and binding upon the Company, a P.O. must be issued by the Company, and Company must have received payment in full.

2.3 Changes. All changes, modifications, deletions or additions to a Quote, or the P.O. must be in writing signed by Company and Customer and may extend the delivery date.

FEES AND PAYMENTS.

3.1 Payment. Fees charged by the Company shall be as stated in the Quote or the Purchase Order. All prices quoted are in US Currency unless otherwise noted. Order price does not include taxes, duties, other costs accrued or shipping outside of the continental United States. Company requires payment in full prior to release of the OFHS AND/ OR OFHT into production. Production lead time will not start until payment is received.





3.2 Taxes. Unless otherwise stated on the Quote, the prices do not include sales, use, excise or other taxes or duties. Customer shall be responsible for paying any and all taxes which apply now or in the future to the OFHT AND/ OR OFHT, other than taxes on Company's net income. In the event that Company may be required to collect or pay taxes for which Customer is responsible, Company may increase its charges to Customer by an equal amount.

3.3 Payment; Past Due Balance. If Company has payment concerns regarding Customer, Company may require prior payment in full on all open projects, or other acceptable security, and Company reserves the right to suspend its delivery of any OFHS AND/ OR OFHT until payment is received in full for any or all open projects.

3.4 Cancellations and Return Policy. Once the project has been paid and shipped, there are no cancellation.

Orion's return policy in general is a "No Returns" policy.

Upon request in writing, within 30 Days of purchase, Orion ECI will consider on a case-by-case basis, RMA authorization for unused parts only. Upon receipt of parts with valid RMA, the parts will be subject to inspection for re-sellable condition, current part revision match, and will be subject to a 20% restocking fee for credit approval. Parts received without an RMA will not be considered for return credit, until an RMA is authorized and issued.

All requests for return RMA must be submitted by email to the Customer Care email address. Service-support@orioneci.com A case will be created to track the request.

Parts must be returned in original packaging and at the expense of the company requesting the return credit authorization

The outside of the package must display the name, address of company and pending RMA number for reference. Orion ECI will take no longer than 30 days to authorize or deny credit approval. If return credit is approved, a credit memo will be issued to the requesting company and will be available for redemption on the next purchase.

If return credit is not approved, the requesting company is responsible for return shipment of parts.

4. IMPOSSIBILITY.

If the Company's performance is prevented, restricted, or interfered with by reason of a force majeure event (as defined below), then the Company shall be excused from that performance to the extent of that prevention, restriction, or interference. The Company shall resume its performance promptly whenever such causes are removed. "Force majeure events" shall be any cause or condition beyond the reasonable control of the Company, including but not limited to natural catastrophes, acts or omissions of a government or its agencies or departments, labor strikes, pandemics or disease, lockouts or other disturbances, wars, riots or difficulties in procuring labor, energy shortages, shortage of suitable parts or materials, computer malfunctions, transportation problems, Customer's failure to fulfill its obligations or delays in delivery by Company's vendors.

5. LIMITED WARRANTY.

5.1 OFHS AND/ OR OFHT Warranty. Company warrants, for a period of three (3) years from the date of shipment ("OFHS AND/ OR OFHT Warranty Period"), that the OFHS AND/ OR OFHT will be free of material defects under normal use. In addition, the manufacturer of a product or component integrated into the OFHS AND/ OR OFHT by





Company may provide a warranty, which shall apply for the benefit of the Customer. If Company repairs or replaces a product under the foregoing warranty, the OFHS AND/ OR OFHT Warranty continues for the remaining portion of the original OFHS AND/ OR OFHT Warranty Period, or ninety (90) days from the date of the repair whichever is longer.

5.2 Notification of Warranty Breach and Remedies. In order to present a claim under the warranties herein, Customer must notify Company prior to the end of the applicable Warranty Period. If Company confirms that the problem is covered by these warranties, it will, at its option, repair or replace such part at no charge to Customer. Shipping charges to return such item to Customer will be paid by Company unless the claim is not covered by the warranty (in which case Customer is responsible for such shipping charges). The remedies set forth above are Customer's sole and exclusive remedies for breach of any warranty relating to OFHT AND/ OR OFHT.

5.3 Warranty Disclaimers. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY, ITS DISTRIBUTORS, AND AGENTS, DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AGAINST INFRINGEMENT, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE FOR USE, OR QUALITY, OF OFHT AND/ OR OFHT, FITNESS OR OF CAPACITY, WITH RESPECT TO ANY OFHS AND/ OR OFHT OR COMPONENT THEREOF. NO OBLIGATION OR LIABILITY SHALL ARISE OR FLOW OUT OF COMPANY RENDERING TECHNICAL OR OTHER ADVICE IN CONNECTION WITH THE OFHS AND/ OR OFHT (OR ANY COMPONENT THEREOF) OR SERVICES. THE CUSTOMER AGREES THAT ITS SOLE REMEDY IN CASE OF ANY DEFECTS IN ANY OFHS AND/ OR OFHT OR COMPONENT THEREOF, OR IN ANY SERVICE SHALL BE SUCH REMEDY AS IS AFFORDED HEREIN OR AS APPLICABLE BY THE ORIGINAL MANUFACTURER'S WARRANTY. THE OBLIGATIONS OF COMPANY UNDER THE APPLICABLE LIMITED WARRANTY HEREINABOVE ARE CUSTOMER'S EXCLUSIVE REMEDY AND COMPANY'S SOLE LIABILITY FOR ANY BREACH OF WARRANTY.

6. LIMITATION OF LIABILITY; INDEMNIFICATION.

6.1 Damages. COMPANY SHALL NOT BE RESPONSIBLE TO CUSTOMER OR ANY OTHER PARTY CLAIMING THROUGH OR UNDER CUSTOMER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING FROM ANY ACTION OR OMISSION OF COMPANY RELATING IN ANY WAY TO THE OFHS AND/ OR OFHT OR TO THESE STANDARD TERMS AND CONDITIONS OR A QUOTE OR P.O., EVEN IF COMPANY SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, REGARDLESS OF WHETHER ANY CLAIM FOR SUCH RECOVERY IS BASED ON THEORIES OF CONTRACT, DEFECT, NEGLIGENCE OR TORT (INCLUDING STRICT LIABILITY). COMPANY'S ENTIRE LIABILITY, FOR ANY CAUSE RELATED TO OR ARISING OUT OF THESE TERMS, REGARDLESS OF THE FORM OR NATURE OF THE ACTION, SHALL IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER UNDER THE APPLICABLE QUOTE AND P.O. No claim may be asserted by either party against the other party with respect to any event, act or omission for which a claim accrued more than two (2) years prior to such claim being asserted.

6.2 Indemnification. Customer agrees to indemnify, hold harmless and defend Company from any and all claims, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating in any way to any act, omission, or manner of use of the Customer in the use or operation of the OFHT AND/ OR OFHT, including strict liability claims. Such indemnity will not apply to claims based on the actual gross negligence or willful misconduct of the Company.

7. ORDER OF PRECEDENCE; WAIVERS.

7.1 Order of Precedence. Notwithstanding any language to the contrary therein, no terms or conditions stated or referenced in Customer's acceptance or other Customer





order documentation, shall be incorporated into or form any part of or otherwise be effective to vary the Quote and these Terms, and all such other terms or conditions are rejected, shall be null and void and not form or become part of the Quote or these Terms.

7.2 Waiver. No waiver of any rights, obligations, or defaults with respect to these Terms or any Quote or P.O. shall be effective unless in writing and signed by the party against whom the same is sought to be enforced. One or more waivers of any right, obligation, or default shall not be construed as a waiver of any subsequent right, obligation, or default. No delay or failure of either party in exercising any right and no partial or single exercise thereof shall be deemed to constitute a waiver of that right or any other rights.

8. RELATIONSHIP OF THE PARTIES; ASSIGNMENT; SUBCONTRACTORS.

Company is an independent contractor for the provision of services, not an agent of the Customer. Customer has no authority to act on behalf of Company or to bind Company with respect to any promise or representation unless specifically authorized in writing to do so by Company. Customer may not, without Company's prior written consent, assign or transfer any Quote, P.O., or any of its rights or obligations under these Terms or any Quote or P.O., to any other person. Company may delegate its obligations to its affiliates, agents, suppliers, and contractors, but such delegation shall not relieve Company of its obligations under these Terms or the applicable Quote and P.O.

9. NOTICES.

Any notice, request or demand required or desired to be given from one party to the other must be in writing and shall be effective upon receipt if delivered personally, seven days after mailing if sent by pre-paid registered or certified mail, and on the next business day if sent by reputable overnight courier. Notices shall be sent to the party's then-current principal mailing address, or as a party may otherwise specify in a notice to the other party.

10. GOVERNING LAW AND CONSENT TO JURISDICTION.

10.1 Governing Law. These Terms and any Quote and/or P.O. and all rights and duties of Company and Customer arising thereunder shall be governed by and construed in accordance with the laws of the State of New Hampshire without reference to its conflict-of-law rules.

10.2 Jurisdiction. Customer hereby irrevocably submits to the nonexclusive jurisdiction of any New Hampshire state court, or any U.S. Federal court located in the State of New Hampshire for any action or proceeding arising out of or relating to the provision by Company of services to Customer. Customer hereby irrevocably agrees that all claims with respect to such action or proceeding may be heard and determined in such court or courts, subject to paragraph 12 below. The foregoing shall not affect the right of Company to bring any action or proceeding against Customer or its property or assets in the courts of any other jurisdiction.

11. DISPUTE RESOLUTION.

11.1 Informal Discussion. In the event of any dispute or disagreement between Customer and Company arising out of any P.O., Quote or these Terms, the performance of Company or Customer under any Quote, or any other matter related to any Quote, upon the written request of either party, authorized representatives of Customer and Company will meet for the purpose of resolving such dispute or disagreement. Those representatives will discuss the problem and negotiate in good faith without the necessity of any formal proceedings related thereto.

11.2 Arbitration. If a dispute or disagreement described in paragraph 11.1 above is not resolved as described in that paragraph, that dispute or disagreement shall be finally settled by binding arbitration held before a single arbitrator and according to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), by which Company and Customer agree to be bound. The arbitration shall take place in the State of





New Hampshire, unless the parties otherwise agree in writing. The Customer and Company shall jointly select the arbitrator and failing agreement the arbitrator shall be selected in accordance with the AAA Rules. The arbitrator shall have no authority to add to, change, or disregard any lawful terms of any Quote or these Terms, nor to award punitive damages. The decision of the arbitrator shall be final and binding, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. Arbitration shall be the exclusive final remedy for any dispute between the parties; provided, however, that this provision shall not prevent either party from seeking injunctive relief including but not limited to in order to prevent the misuse or misappropriation of its confidential or proprietary information.

12. MISCELLANEOUS.

12.1 Changes. Company may substitute and modify the OFHS AND/ OR OFHT without notice to Customer, if such substitutions and modifications do not materially affect the form, fit or function of the applicable OFHT AND/ OR OFHT.

12.2 Electronic Signatures. The parties agree that the execution of these Terms is agreed upon by exchanging pdf signatures, and/or by industry standard electronic signature software, and shall have the same legal force and effect as the exchange of original signatures. In any proceeding arising under or relating to these Terms, each party hereby waives any right to raise any defense or waiver based upon execution of these Terms by means of such electronic signatures or maintenance of the executed agreement electronically. These Terms and the Quote may be executed in one or more counterparts, all of which when fully executed and delivered by all parties to these Terms and taken together shall constitute a single agreement, binding against each of the parties. The parties may also show their agreement to these Terms by causing one or more printed copies of this document to be executed and delivered by their authorized representatives, in which case these Terms shall be effective as of the date when both parties have so signed and delivered one or more counterparts, whether the parties sign the same counterparts or different counterparts.

12.3 Severability. The illegality, invalidity, or unenforceability of any provision of these Terms shall not in any manner affect or render illegal, invalid or unenforceable any other provision of these Terms, and that provision, and these Terms generally, shall be reformed, construed and enforced so as to most nearly give lawful effect to the intent of the parties as expressed in these Terms.

12.4 Agreement. Except as expressly set forth herein, these Terms, Purchase Order, and Quotes entered into by the parties in accordance herewith constitutes the final, complete and exclusive statement of the Terms between the parties in respect of the subject matter hereof and supersede all prior and contemporaneous written and oral negotiations, understandings and agreements between the parties in respect to the subject matter hereof, including specifically any sales materials or any Customer purchase order or other ordering document.

CUSTOMER’S LEGAL NAME

Signature: _____
 Name: _____
 Title: _____
 Date: _____
 Customer’s Billing Address:

ORION ENTRANCE CONTROL, INC.

Signature: _____
 Name: {{OPPORTUNITY_OWNER_NAME}}
 Title: {{OPPORTUNITYOWNER_TITLE}}
 Date: April 10, 2023





Email Address: _____

Appendix A
Purchase Order

Orion Entrance Control, Inc. reserves the right to change product specifications without prior notice. Terms and conditions are subject to change without notice.

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