

TERMS & CONDITIONS

April 30, 2025

**BOON EDAM**

YOUR
ENTRY
EXPERTS.



TERMS AND CONDITIONS

The following Boon Edam, Inc. ("Boon Edam") terms and conditions are to be included with every quotation or invoice, are incorporated into every agreement between the parties, apply to every order or service agreement, and by acceptance of a quotation, issuance of a purchase order, acceptance of a service agreement or acceptance of any product or service you agree to these terms and conditions. These terms and conditions supersede all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein. Any different or additional terms contained in any other document or buyer's purchase order, or other acknowledgement forms are hereby rejected. These terms and conditions may only be modified by a written document signed by both parties.

Quotations:

All quotations are valid for 30 days from date of quotation, unless otherwise noted or approved in writing. All quotations are based only on information, verbal or written, supplied to Boon Edam by buyer. Boon Edam may invoice for cost increases that occur due to insufficient information supplied to Boon Edam. Any additional costs must be approved in writing before production can begin. Acceptance of any quote shall be limited to the terms described herein. In the event the delivery is required beyond 6 months from date of acceptance and placement of order, Boon Edam reserves the right to adjust the price due to changes in business conditions. Boon Edam can make arrangements for this service at the risk and expense of the Buyer. Estimates in quotations for these charges are not to be construed as guarantees, they are estimates made far in advance of actual shipment.

Purchase Orders:

No products will be placed into the production schedule before receipt of a purchase order or properly executed contract. Approval will be conditioned upon buyer credit approval, acceptable payment terms and written order confirmation by Boon Edam. Purchase orders may read, "Do not enter into production without approved shop drawings." In the event that for any reason a purchase order is cancelled, Boon Edam's standard cancellation charges will apply (as defined below). If the time frame between the order confirmation and the customer's requested ship date is greater than 6 months, then Boon Edam reserves the right to adjust the price due to changes in business conditions.

Freight on Board:

All orders will be F.O.B. point of origin. Shipping and Handling costs are the responsibility of buyer, can be prepaid by Boon Edam, and added to the invoice total if requested. However, Boon Edam reserves the right to refuse to prepay freight for customer. Freight cost estimates may be included on the quotation but are estimates and not binding. Invoice for product will include freight charge unless product is stored by Boon Edam wherein freight will be invoiced separately with additional applicable storage costs. Risk of loss for all products, parts, and materials is the responsibility of buyer upon delivery, and buyer is responsible for the risks and costs for any damage caused by the unloading of the product, parts, or materials. In no event shall Boon Edam be liable for any delay, or charges related to such delay in delivery by the carrier, nor shall the carrier be deemed an agent of Boon Edam. Freight estimates do not include customer brokerage fees. Buyer shall make a careful inspection of the



products, parts, and materials at the time of delivery. Buyer's failure to give a written notice of any type of claim within ten (10) days of delivery shall constitute an unqualified acceptance of the products, parts or materials and a waiver of all claims with respect thereto.

Storage:

Products are expected to be shipped within 14 business days of completion. Material storage facilities are available, in a limited amount, at Boon Edam for an additional charge of \$20.00 per item per day. Products or material may be stored outside at our Lillington, NC, manufacturing facility when there is no more space available inside. In those cases, Boon Edam assumes no liability whatsoever for any

damage caused by exposure to the outside environmental elements, vandalism, theft, or any other damage.

Installation:

When specifically included and labeled "installation" in Boon Edam's quotation, this service includes all the services to successfully install and have the new product properly functioning (otherwise known as commissioned) in the field. A more detailed list of items included in the Installation service can be found [here](#). Prior to installation services being tendered, Boon Edam will confirm with the customer that all necessary site preparation as detailed by Boon Edam Coordination department has been completed.

If the customer is not ready for installation on their appointed and confirmed installation date, Boon Edam reserves the right to charge a rescheduling fee. Customers are required to provide a minimum of four (4) business days with written notice of postponement or cancellation to avoid being charged a rescheduling fee. A purchase order for the rescheduling fee may be required and would need to be accepted before Boon Edam scheduled another installation date. The warranty period for the labor provided for this service is 30 days.

Supervision:

When specifically included and labeled "supervision" in Boon Edam's quotation, this service includes a Boon Edam employee on the job site during installation to train, supervise, and oversee the installers of the Boon Edam product. A more detailed list of items included in the Supervision service can be found [here](#). It is the responsibility of the installing party to provide the minimum number of field technicians to complete the quoted product installation. The minimum number of technicians required does not include the Boon Edam employee on site to supervise. The Boon Edam employee will not be involved in actual installation with this service and shall not be responsible for errors in installation undertaken by any installer who is not an employee of Boon Edam. The duration of service will be detailed on quotation. Any days needed past the days listed on quotation will be charged at the daily service rate applicable to that location. The warranty period for the labor provided for this service is 30 days.

Commissioning:



When specifically included and labeled “commissioning” in Boon Edam’s quotation, this service includes all the necessary steps to have an installed Boon Edam product to a properly functioning state in the field after the completion of an installation. A more detailed list of items included in the Commissioning service can be found [here](#). Prior to commission services being tendered, Boon Edam will confirm with customer that all necessary site preparation and installation have been completed according to Boon Edam checklists and standards. This checklist must be completed and reviewed before a date for commissioning is set.

If the Boon Edam employee arrives and the installation has not been completed, the customer can request a quotation for “Supervision” or “Installation” services. These services may or may not be able to be rendered at that time and may require rescheduling at the discretion of the Boon Edam coordination department.

If the customer is not ready for commissioning on their appointed and confirmed commission date, Boon Edam reserves the right to charge a rescheduling fee. Customers are required to provide a minimum of four (4) business days written notice of postponement or cancellation to avoid being

charged a rescheduling fee. A purchase order for the rescheduling fee may be required and would need to be accepted before Boon Edam will schedule another commissioning date. The warranty period for the labor provided for this service is 30 days.

Assistance:

When specifically included and labeled “assistance” in Boon Edam’s quotation, this service includes a Boon Edam employee on the job site during installation as part of the labor requirement of technicians required for installation. The Boon Edam technician is there to help with installation training for partner technicians, and commissioning, of the Boon Edam product. A more detailed list of items included in the Assistance service can be found [here](#). It is the responsibility of the installing party to provide the minimum number of field technicians to complete the quoted product installation which includes the Boon Edam technician. The duration of service will be detailed on quotation. Any days needed past the days listed on quotation will be charged at the daily service rate applicable to that location. The warranty period for the labor provided for this service is 30 days.

Planned Preventative Maintenance:

When specifically included and labeled “Preventative Maintenance” in Boon Edam’s quotation, this service includes a Boon Edam employee on the job site to perform a planned preventative maintenance to the Boon Edam Standard Operating Procedure for that product. (A copy of the SOP can be provided upon request). During the planned preventative maintenance, the Boon Edam technician can make minor repairs to the product or subassemblies pertaining to the product. Should the Boon Edam technician find it necessary, a list of recommended replacement parts and quote for the service will be provided by our service sales team. These items will be listed on the Planned Preventative Maintenance paperwork. The warranty period for the labor provided for this service is 30 days.



Service Call Out

When specifically included and labeled “Service Call Out” in Boon Edam’s quotation, this service includes a Boon Edam employee on site to trouble shoot and diagnose reported issues with the product. If parts are required, and the technician has them in their inventory, the technician will reach out to the service sales team to provide a quote to the appropriate party for those parts prior to installing them.

If parts are required, and the technician does not have them in their inventory, the technician will reach out to the service sales team to provide a quote to the appropriate party for those parts and a return trip to make the repairs. The warranty period for the labor provided for this service is 30 days.

Upgrade/Retrofit:

When specifically included and labeled “Upgrade/Retrofit” in Boon Edam’s quotation, this service can include a Boon Edam employee on site to install the quoted upgrade or retrofit. The installation portion must be agreed upon and part of the quote to the customer or Boon Edam will only provide the material portion of the upgrade or retrofit. If quoted with installation, the Boon Edam technician will perform the installation of the upgrade or retrofit and ensure that the product functions as designed specifically for the quoted upgrade or retrofit. Material receipt, site readiness, disposal, or other items will need to be agreed upon between all parties involved before scheduling a technician to be on site as these can be site and code specific. The warranty period for the labor provided for this service is 30 days.

Payment Terms:

Payment terms will be determined upon review of the customer’s financial rating and payment history. Boon Edam may require a 50% deposit at the time of order for all orders over \$100,000.00. New customers and customers that have not purchased within the last three years may be required to pay a 50% deposit up front regardless of amount. The terms of the remaining 50% balance will be determined, subject to credit review and approval. If product is stored either on site/locally or at Boon Edam, payment will still be expected within the original terms. If installation is included in the sale price, the buyer will be billed for the product(s) upon completion at the factory, and the installation charge will be billed to the customer upon final installation. An additional 1.5% per month (18% APR) interest charge, or the maximum allowable by law, whichever is greater, will be charged on all amounts not paid within the terms originally granted and continuing each month until paid. If legal action is taken by Boon Edam, Buyer shall be liable for Boon Edam’s reasonable attorney’s fees, plus other costs of such action.

Any credit card payments of \$10,000 or more will be subject to an additional 3.0% processing fee.

In the event of default, the undersigned agrees to pay all costs of collection, including fees of any collection agency and reasonable attorneys’ fees, interest, and all other costs of collection. Both parties agree that no retention will be held by Buyer from any



invoices unless mutually agreed in writing, nor will “paid when paid” arrangements will be accepted. Payment terms are subject to a periodic credit review and may change based on the results of such a review. All sums due for products and/or services purchased by, for, or on behalf of the undersigned are payable to Boon Edam, Inc., 402 McKinney Parkway, Lillington, North Carolina 27546.

DUE TO THE ONGOING VOLATILITY IN OVERSEAS SHIPPING CHARGES, TARIFFS, AND OTHER INTERNATIONAL TRADE-RELATED COSTS, BOON EDAM RESERVES THE RIGHT TO IMPOSE A SURCHARGE TO ACCOUNT FOR ANY SUCH CHARGES IMPOSED UPON BOON EDAM THAT WERE NOT IN PLACE AS OF THE EXECUTION OF THE AGREEMENT. ANY SUCH SURCHARGE WILL BE COMMUNICATED IN WRITING.

Sales Tax:

All applicable sales taxes shall be paid by buyer unless buyer provides a Tax Certificate of Exemption upon acceptance of the proposal. To comply with the majority of state and local tax law requirements, it is necessary that we have in our files a properly executed exemption certificate from all our customers who claim tax exemption.

Cancellation:

If the order is cancelled after the product has been released to fabrication, 50% of the total contract price, will become due and payable to Boon Edam.

Buyer Representations:

Buyer represents and warrants that all entrances or buildings wherein products, parts, materials, or service will be installed or provided are in compliance with any and all applicable local, state, and federal law and or regulations, including, but not limited to, applicable building codes. Buyer acknowledges and assumes the risk that the installation of parts or products or the service of products may cause commercially reasonable damage to adjoining products, walls or other structures, and Buyer waives any claim related to said damage. Buyer further represents that it will not and has not installed any non-Boon Edam approved product, part, or attachment, even if said product, part or attachment is recommended by the buyer’s insurance carrier or applicable governmental body. Buyer acknowledges that, unless authorized by Buyer, Boon Edam will not make any safety test prior to providing service to the Product. Buyer agrees to test the safety features of the product daily and agrees to discontinue the

use of the product if the safety features are non-operational. Upon completion of installation, if installation was conducted by Boon Edam, or service, buyer will conduct a walk-through of the product, and if the buyer does not raise any objection to the operation of the product, buyer hereby waives, except as set forth in the Limited Warranty, any and all claims related to the product, parts or service provided.

LIMITED WARRANTY:

THIS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. REPLACEMENT OF THE FAILED PRODUCT OR PART OR REPEATING OF THE SERVICE IS THE SOLE REMEDY UNDER THIS LIMITED WARRANTY, AND



ALL OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, CONSEQUENTIAL, AND SPECIAL DAMAGES ARE HEREBY WAIVED. Boon Edam believes in the quality of its product and warrants that its product will be free from manufacturing defects, as more fully defined below, for a period of twelve (12) months from the date of shipment of the product or installation, if the installation is performed by Boon Edam personnel or agents, whichever occurs later. If Boon Edam is not the installer of record, then the warranty period starts from the date of shipment. The sole remedy for this Limited Warranty, as more fully described below, is replacement of any failed product or part, at the discretion of Boon Edam. This Limited Warranty only covers product manufactured and supplied by Boon Edam.

*If the Buyer foregoes Boon Edam's Installation service, then Boon Edam is not liable for warranty labor due to damage or defect caused by abuse, alterations, or installation to the work not executed by Boon Edam, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. The direct purchaser assumes all warranty labor costs associated with service of the entrance product. Conversely, if you use our Installation service, the labor coordination is at our discretion during normal business hours.

The Limited Warranty also does not cover damage or failure of the following:

Glass damage after delivery, regardless of the cause.

Damage caused by improper storage, handling, construction work, or the use of defective building materials.

Damage as a result of an "Act of God."

The use of unauthorized replacement or supplemental parts, components, or other materials.

Natural wear and tear, which shall be determined solely by Boon Edam.

Damage caused by installation by a third-party.

Damage caused by improper or failure to conduct scheduled and recommended weekly and semi-annual planned maintenance.

Damage caused by service or installation from an unauthorized dealer or service technician.

Damage caused by or during shipment.

Limited Liability:

Buyer's exclusive remedy shall be for repair and/or replacement of the product, part or service and no claim of any kind, whether as to product/part/service delivered or from non-delivery of product/part/service, and whether based on contract, breach of warranty, negligence, fraud or otherwise, shall be greater in amount than the purchase price of the product/part/service in respect to which damages are claimed. In no event shall Boon Edam be liable for any personal or property damage related to the improper operation of the Product unless the damage was solely caused by the

negligent acts of Boon Edam. Technical Assistance may be available for products associated with this order through the use of phone support. Such offering of support does not alter terms and conditions and no advice given by technical support personnel resulting in labor will bind Boon Edam, Inc. for



additional warranty responsibilities. In no event shall Boon Edam be liable for indirect, special, liquidated, incidental, consequential or punitive damages, whether buyer's claim is based on contract, breach of warranty, negligence, fraud or otherwise. Boon Edam's maximum liability under this Contract shall be the contract price.

Governing Law:

These terms and conditions and any agreement between the parties, unless stated otherwise in writing, is governed, and construed under the laws of North Carolina. Any and all disputes related to these terms and conditions and any transaction between the parties, included collection actions, shall be exclusively brought in Harnett County, North Carolina, or the United States District Court, Eastern District of North Carolina. The Parties hereby consent to the jurisdiction of said Court and waive any and all defences of personal jurisdiction and venue.

Force Majeure:

Neither party shall be liable or deemed to be in default for any delay or failure in performance under these terms and conditions or other interruption of service deemed to result, directly or indirectly, from Acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, pandemics, failure of transportation, strikes or other work interruptions by either party's employees, or any other similar cause beyond the reasonable control of either Party.

Product/Service Suitability:

Determination of the suitability of the product/service for the uses and application contemplated by buyer shall be the sole responsibility of buyer. Buyer assumes all risks and liabilities for results obtained using the product/part/service, whether used singly or in combination with other material, except those relating solely to the use of product/parts/service not conforming to the contracted specifications, which non-conformity is not known to buyer and is not discoverable by buyer, by testing or otherwise, prior to the use thereof by buyer or others.

Intellectual Property Rights:

To the extent Boon Edam is transferring the use of any intellectual property to buyer hereunder, buyer is not obtaining any title to such intellectual property, but is obtaining only a non-exclusive, royalty-free licensed right to use such intellectual property solely in connection with the use or operation of the Boon Edam product purchased. Such use shall be limited solely to buyer's internal use, and buyer shall not disseminate Boon Edam's intellectual property to any third parties, create any derivative work, or re-engineer any Boon Edam intellectual property.

