

ORDER TERMS AND CONDITIONS

NOTICE: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

As used in this Order Terms and Conditions (the "Agreement"), the words "you," "your," and "customer" each mean the person or entity named on the face of this form as the Customer or Buyer. The words "we," "our," and "Knox" each mean Knox Associates, Inc. d/b/a The Knox Company, an Arizona corporation, with a place of business located at 1601 W. Deer Valley Road, Phoenix, Arizona 85027. The words "Equipment" or "Product" mean the products ordered under this agreement.

1. This Order is based upon these terms and conditions of this Agreement. **Knox rejects any and all other terms and conditions of sale proposed or discussed by the parties in connection with this Order or the resulting transaction. This Agreement shall constitute the entire and exclusive contract of sale between you and Knox, and any additional or different terms in any purchase order, counteroffers, or wherever contained are objected to and rejected.**

2. All orders for Products are subject to availability. We reserve the right to reject any order for any reason. We will use all reasonable efforts to deliver Products by a requested delivery date. However, delivery dates are approximate, and we are not liable for delays in delivery for any reason.

3. Subject to payment in full, title to purchased Products will pass to you, FOB our shipping dock.

4. Before shipping Products to you, we will perform our standard factory inspection and acceptance tests on the unit, and satisfactory completion of inspection will constitute your acceptance of the unit. At your written request, we will certify in writing our completion of inspection tests.

5. You shall pay all amounts due according to the payment terms on the face of this form, in United States dollars, delivered to us at the address stated on the invoice or as otherwise required by us. If you fail to pay any charges when due, in addition to such overdue amounts you shall pay a late-payment charge on the unpaid balance equal to the lesser of 1.5 percent per month or the lawful maximum. You have no set-off rights.

6. We warrant that Products ordered and subsequently sold to you under this Agreement will conform to our then-current published specifications for the Product and limited to the warranty period specified by Knox for that Product on the date of your order. We reserve the right to make changes to our products and have no obligation to alter previously purchased products. Our sole obligation to you and your exclusive remedy under this warranty is as follows: a) We will repair or replace without charge Products found to be defective so long as you return the Products to us, freight prepaid, to our service center in Phoenix, Arizona. b) We will not be required to ship a replacement until we have confirmed through our examination that your item is in fact defective. We will pay freight costs to ship any repaired or replacement unit to you. If we are unable within a reasonable time to repair or replace your item, then you will be entitled to the refund of your purchase price. c) Knox hereby confirms that repairs undertaken pursuant to Section 6(a) and 6(b) hereof shall be free from defects in workmanship through the expiration of the original warranty period for such product. d) Any repairs pursuant to Section 6(a) and 6(b) hereof which are undertaken by Knox for products which are outside of the warranty period, shall be free from defects in workmanship and will conform to Knox's specifications for a period of 90 days. e) No repairs will be made to electronic products beyond 10 years from the date of purchase. f) This warranty does not apply to any unit which we determine, in our sole discretion, has been subjected by you or another party to (1) operating or environmental conditions in excess of our written specifications or recommendations; (2) damage, misuse, or neglect; (3) improper installation, repair, modification, or alteration; or (4) use for which it was not intended or designed. This warranty also excludes expendable items, such as lamps, fuses, or other parts which fail from normal use. This is our only warranty for Products. **KNOX EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES OR REMEDIES – WHETHER EXPRESS, IMPLIED, OR STATUTORY – INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** We also disclaim any implied warranty arising out of trade usage or out of a course of dealing or course of performance. And in no event shall our liability exceed the limitations specified in Section 12.

7. You agree that the Knox Product ordered will be used only with the Knox Master Key issued to the Authorized Agency designated on this Order Form.

8. You acknowledge that the lock code and lock core in the Knox Product as delivered by the Knox Company may not be modified or altered in any manner except with the express authorization of the Knox Company.

9. You acknowledge that if you or any party on whose behalf you are acting alters, modifies or tampers with the Product or takes any action that compromises the Product's ability to be accessed with the Authorized Agency's Master Key, the Knox Company may have the right to demand that the Product be removed from use, and that you indemnify and hold the Knox Company harmless from any claims or losses resulting from the such alteration or modification of the Product.

10. You acknowledge that all right, title and interest in all patents, copyrights, trademarks, trade dress, trade secrets and other intellectual property embodied within, covering or in any way regarding the Products is owned exclusively by Knox, or its licensor(s), and all rights with regard to such intellectual property are reserved. You represent, warrant and covenant that you will not claim any right, title or interest in, or use, any such intellectual property, including any and all codes to keys, keyways and keywrenches all of which remain exclusively the property of Knox or its licensor(s), and that you will not bring any suit or proceeding in an attempt to invalidate or claim any such intellectual property rights.

11. Neither Knox nor you will be liable to the other for any delay or failure to perform if that delay or failure results from a cause beyond its reasonable control.

12. Your exclusive remedies concerning our performance or nonperformance are those expressly stated in this Agreement. **Under no circumstances will Knox be liable for procurement costs, lost revenue or profits, loss of data, or for any other special, incidental, or consequential damages, even if they were foreseeable or you have informed us of their potential.** And we will not be liable for any damages claimed by you based upon any third-party claim. **Our total liability to you for your damages under this Agreement will not exceed the price you paid to us for the unit of Products at issue in your claim.** This limitation will apply regardless of the form of action (i.e., whether the lawsuit is in contract or in tort, including negligence.) **Because some states do not allow exclusion or limitation of liability for consequential or incidental damages, in such states Knox's entire liability is limited to the full extent permitted by law.**

13. You shall indemnify and save Knox harmless from all claims, losses, damages, expenses (including reasonable legal fees), and liability resulting from or in any way connected, directly or indirectly, with a breach of your obligations under this Agreement, third party claims, or with the possession, handling, sale or use of the Products or goods made from the Products delivered hereunder.

14. You will be invoiced and will pay all sales, use, excise, and other taxes on Products unless exempt under law or you furnish us with a valid resale or exemption certificate. The reporting and payment of all taxes for Products is your sole responsibility. You will also be responsible for all transportation costs, insurance charges, customs duties, and loss or damage settlements. Our prices for Products do not include such taxes or charges; where applicable, they will be added to your total invoice amount. You will not be responsible, however, for taxes levied against us based upon our net income or net worth (franchise taxes).

15. If for any reason we are unable to supply the total demand for Products specified herein, we may in our sole discretion distribute our available supply of Products among our customers, and we shall have no obligation to purchase supplies of the goods from third parties to enable us to perform our obligations to you under this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without resort to conflict of laws rules. Each party irrevocably agrees that any action, suit, or other legal proceeding against them shall be brought in a court of the State of Arizona or in the United States District Court for the State of Arizona. By execution and delivery of this Agreement, each party irrevocably submits to and accepts the jurisdiction of each of such courts and waives any objection (including any objection to venue, enforcement, or grounds of forum non convenient) which might be asserted against the bringing of any such action, suit, or other legal proceeding in such courts. In the event any proceedings are commenced to enforce or construe this invoice, or the goods or services related thereto, then the prevailing party in such proceedings shall be entitled to its reasonable attorney fees thereby incurred. In the event a judgment is entered in such proceedings, it is agreed that said judgment shall provide that the prevailing party shall be entitled to recover all attorney fees reasonably incurred in enforcing said judgment.

17. This Agreement represents the entire agreement between us regarding this Order and Products we are to sell to you under it. The parties specifically disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods. It also supersedes all previous oral or written communications between us regarding its subject matter, and it may not be modified or waived except in writing and signed by an officer or other authorized representative of each party. If any provision is held invalid, all other provisions shall remain valid, unless such invalidity would frustrate the purpose of our Agreement.

MECHANICAL PRODUCT SHEET



PRICES (U.S. DOLLARS) EFFECTIVE JANUARY 1, 2024

Pricing and availability subject to change without notice. Shipping and handling not included.


The Knox Rapid Access System is the premier first responder system, offering secure master key access to support safety and reduce property damage.

BUILDING ACCESS

KNOXVAULT® 4400

Shipping Weight: 29 lb

Available in single and dual lock models, it secures up to 50 keys, or a combination of keys, access cards, and other items. Tamper Alert feature available.

Lock Type	Mount Type	Tamper Alert	Color	Model #	Price
		✓	Aluminum	4410	\$902
		✓	Black	4402	\$858
		✓	Dark Bronze	4414	\$902
			Aluminum	4409	\$885
			Black	4401	\$844
			Dark Bronze	4413	\$885
		✓	Aluminum	4440	\$989
		✓	Black	4431	\$944
		✓	Dark Bronze	4444	\$989
			Aluminum	4439	\$972
			Black	4430	\$928
			Dark Bronze	4443	\$972
		✓	Aluminum	4412	\$1,006
		✓	Black	4404	\$960
		✓	Dark Bronze	4416	\$1,006
			Aluminum	4411	\$991
			Black	4403	\$947
			Dark Bronze	4415	\$991
		✓	Aluminum	4442	\$1,093
		✓	Black	4433	\$1,045
		✓	Dark Bronze	4446	\$1,093
			Aluminum	4441	\$1,078
			Black	4432	\$1,030
			Dark Bronze	4445	\$1,078




KnoxVault Accessories and Options

Multipurpose Electrical Switch	4471	\$45
Recess Mounting Kit (for new concrete or masonry construction)	4470	\$179

KNOXBOX® 3200

Shipping Weight: 10 lb

Accommodates up to ten standard sized keys/access cards, or six large keys. The tamper alert feature connects to an existing alarm system for added security.

Type	Mount Type	Tamper Alert	Color	Model #	Price
		✓	Aluminum	3264	\$536
		✓	Black	3262	\$506
		✓	Dark Bronze	3266	\$536
			Aluminum	3263	\$527
			Black	3261	\$487
			Dark Bronze	3265	\$527
		✓	Aluminum	3273	\$604
		✓	Black	3271	\$570
		✓	Dark Bronze	3275	\$604
			Aluminum	3272	\$595
			Black	3270	\$560
			Dark Bronze	3274	\$595

KnoxBox Accessories and Options

Multipurpose Electrical Switch	3291	\$43
Recess Mounting Kit (for new concrete or masonry construction)	3290	\$148

INTERIOR ACCESS

KNOX ELEVATOR BOX®

Shipping Weight: 14 lb

Designed for lobby use to provide first responders with access to two elevator drop keys and up to 30 additional keys.

Type	Tamper Alert	Color	Model #	Price
	✓	Aluminum	1434	\$650
	✓	Dark Bronze	1438	\$650
	✓	Red	1404	\$627
	✓	Red	1442	\$627
		Aluminum	1433	\$579
		Dark Bronze	1437	\$579
		Red	1403	\$559
		Red	1441	\$559

(Models 1441/1442)


- Models 1441/1442 labeled: Fire Dept Use Only - Elevator Keys
- All other models labeled: Fire Dept Use Only

Elevator Box Accessories/Options

Expansion panels for increased capacity are quoted upon request

KNOX DOCUMENT CABINET®

Shipping Weight: 67 lb




Type	Lock Type	Tamper Alert	Model #	Price
	Dual Lock	✓	1308	\$2,141
	Dual Lock		1306	\$2,060
	Single Lock	✓	1304	\$2,018
	Single Lock		1302	\$1,938
Document Cabinet Options				
Swing Hook Panel/Mounting Assembly for up to 78 Keys			1352	\$301
Rear Hook Panel for up to 48 Keys			1351	\$148
Large Decal			1005	\$20

PERIMETER ACCESS

KNOX GATE & KEY SWITCH®

Shipping Weight: 1 lb







Provides emergency access to electric gates in residential communities, parking garages and industrial areas. Also, serves as an electric override switch to open motorized and roll-up doors.

Type (includes stainless steel dust cover)	Model #	Price
 Double Key Switch on Mounting Plate	3503	\$278
 Key Switch on Mounting Plate	3502	\$172
 Key Switch	3501	\$140

KNOX PADLOCK®

Shipping Weight: 2 lb

Rapid access, along with increased security into gated and fenced properties/ areas, construction sites and storage lots with shackles that are thicker than most padlocks, and built to resist pull attacks.

Type	Model #	Price
 Exterior Use, Shrouded - All Weather Conditions 1-1/8" H shackle clearance, 7/16" diameter stainless steel shackle	3784	\$166
 Exterior Use - All Weather Conditions 3-7/8" H shackle clearance, 7/16" diameter stainless steel shackle	3781	\$146
 Exterior Use - All Weather Conditions 2-3/8" H shackle clearance, 7/16" diameter stainless steel shackle	3782	\$140
 Exterior Use - All Weather Conditions 1-1/4" H shackle clearance, 7/16" diameter stainless steel shackle	3783	\$138
 Interior Use - Light Duty 2-3/8" H shackle clearance, 5/16" diameter stainless steel shackle	3771	\$106
 Interior Use - Light Duty 1-1/8" H shackle clearance, 5/16" diameter stainless steel shackle	3774	\$106