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PRODUCT WARRANTIES

COMMERCIAL APPLICATIONS

Limited Warranty

Schlage Lock Company, LLC (the “Company”) extends a three year limited warranty to the original user of the products manufactured by the Company (the “Products”) against defects in material and workmanship from the date of purchase. Certain Products contain restrictions to this limited warranty, additional warranties, or different warranty periods. Please see below for specific Product warranty information.

What The Company Will Do: Upon return of the defective Product to the Company or its authorized distributor for inspection, free and clear of all liens and encumbrances and accompanied by the statement of defects of proof of purchase, the Company will replace the Product.

Original User: These warranties only apply to the Original User of Products. These warranties are not transferable.

What Is Not Covered: The following costs, expenses and damages are not covered by the provisions of this limited warranty: (i) labor costs including, but not limited to, such costs as the removal and reinstallation of Product; (ii) shipping and freight expenses required to return Product to Schlage; (iii) failures, defects, or damage (including, but not limited to, any security failure or loss of data) caused by any third party product, service, or system connected or used in conjunction with the Product; and (iv) any other incidental, consequential, indirect, special and/or punitive damages, whether based on contract, warranty, tort (including, but not limited to, strict liability or negligence), patent infringement, or otherwise, even if advised of the possibility of such damages.

The provisions of these limited warranties do not apply to Products: (i) used for purposes for which they are not designed or intended; (ii) which have been subjected to alteration, misuse, abuse, negligence, or accident; (iii) which have been improperly stored, installed, maintained, repaired or operated; (iv) which have been used in violation of written instructions provided by Schlage; (v) which have been subjected to improper temperature, humidity, or other environmental

conditions (i.e., corrosion); or (vi) which, based on the Company’s examination, do not disclose to the Company’s satisfaction non-conformance to the warranties. Additionally, the Company will not warrant ANSI A156.2 Grade 2 lever Product installed in educational facilities and student housing.

Additional Terms: The Company does not authorize any person to create for it any obligation or liability in connection with the Products. The Company’s maximum liability under these warranties is limited to the purchase price of the Product. No action arising out of any claimed breach of these warranties by the Company may be brought by the Original User more than one (1) year after the cause of action has arisen.

How Local Law Applies: These warranties give you specific legal rights, and you may also have other rights permitted by law.

SPECIFIC PRODUCT WARRANTY RESTRICTIONS/ ADDITIONAL WARRANTIES:

ND-Series Levers 7-Year Mechanical Warranty

The limited warranty is for a period of seven (7) years from the date of purchase and is subject to the restrictions of these limited warranties.

Small Format Interchangeable Core (SFIC) Warranty

The limited warranty also applies to Schlage locks and housings when used with another manufacturer’s cores, or to Schlage cores (i.e, SFIC) when used in another manufacturer’s locks and housings. The use of unauthorized cylinder cams or other components with the Products shall void these warranties.

Everest® Primus® and Everest Primus XP Limited Lifetime Key Breakage Warranty

A limited lifetime warranty is provided to the original user against breakage and is subject to the restrictions of these limited warranties.

Portable Security Limited Lifetime Warranty

A limited lifetime warranty is provided to the original user and is subject to the restrictions of these limited warranties.

RESIDENTIAL APPLICATIONS

Lifetime Limited Mechanical & Finish Warranty and 3-Year Limited Electronics Warranty

Warranties

Subject to the terms and conditions of this warranty, Schlage extends a lifetime limited mechanical and finish warranty and a three-year limited electronics warranty to the original consumer user ("Original User") of our Schlage brand product ("Product") against defects in material and workmanship, as long as the Original User occupies the residential premises upon which the Product was originally installed.

What Schlage will do: Upon return of the defective Product to Schlage, Schlage's sole obligation, at its option, is to either repair or replace the Product, or refund the original purchase price in exchange for the Product. Original User: This warranty only applies to the Original User of Products. This warranty is not transferable.

What Is Not Covered: The following costs, expenses and damages are not covered by the provisions of this limited warranty: (i) labor costs including, but not limited to, such costs as the removal and reinstallation of Product; (ii) shipping and freight expenses required to return Product to Schlage; (iii) failures, defects, or damage (including, but not limited to, any security failure or loss of data) caused by any third party product, service, or system connected or used in conjunction with the Product; and (iv) any other incidental, consequential, indirect, special and/or punitive damages, whether based on contract, warranty, tort (including, but not limited to, strict liability or negligence), patent infringement, or otherwise, even if advised of the possibility of such damages.

The provisions of this warranty do not apply to Products: (i) used in commercial applications; (ii) used in common area applications; (iii) used for purposes for which they are not designed or intended; (iv) which have been subjected to alteration, abuse, misuse, negligence or accident; (v) which have been improperly stored, installed, maintained or operated; (vi) which have been used in violation of written instructions provided by Schlage; (vii) which have been subjected to improper temperature, humidity or other environmental conditions; or (viii) which, based on Schlage's examination, do not disclose to Schlage's satisfaction non-conformance to the warranty. Additionally, this warranty DOES NOT COVER scratches, abrasions, or deterioration due to the use of paints, solvents or other chemicals.

Exclusions: Oil Rubbed Bronze finish (613) is designed to improve over time and change in appearance, creating a living finish through daily use and thus, finish discoloration is not applicable to the above warranty. Additional terms: Schlage does not authorize any person to create for it any obligation or liability in connection with the Product. Schlage's maximum

liability here under is limited to the original purchase price of the Product. No action arising out of any claimed breach of this warranty by Schlage may be brought by the Original User more than one (1) year after the cause of action has arisen.

How local law applies: This warranty gives you specific legal rights, and you may also have other rights as otherwise permitted by law. If this Product is considered a consumer product, please be advised that some local laws do not allow limitations on incidental or consequential damages or how long an implied warranty lasts, so that the above limitations may not fully apply. Refer to your local laws for your specific rights under this warranty.

Guaranteed Fit Program: Schlage products are designed to fit standard residential door preparations and retrofit existing tubular locks. Note: Mortise locks and preparations are not considered standard and are not guaranteed under this program. During the initial installation, if there is a problem with the Product's performance, the Original User may simply contact Schlage Customer Service at 888-805-9837 in the U.S. and Canada or 800-506-7866 in Mexico for assistance.

Program and warranty claims: If you encounter a residential door preparation or fit issue under the Guaranteed Fit Program or have a claim under this warranty, please contact Schlage Customer Service for repair, replacement or refund of the original purchase price in exchange for the return of the Product to Schlage.

J-Series Lifetime Mechanical Warranty and 5-year Finish Warranty

Subject to the terms and conditions of this warranty, Schlage Lock Company, LLC ("Schlage") extends a lifetime limited mechanical and 5-year finish warranty to the original consumer user ("Original User") of Dexter by Schlage products ("Product") against defects in material and workmanship, as long as the Original User occupies the residential premises upon which the Product was originally installed.

What Schlage will do: Upon return of the defective Product to Schlage, Schlage's sole obligation, at its option, is to either repair or replace the Product, or refund the original purchase price in exchange for the Product. Original User: This warranty only applies to the Original User of Products. This warranty is not transferable.

What is not covered: The following costs, expenses and damages are not covered by the provisions of this limited Warranty: (i) labor costs including, but not limited to, such costs as the removal and reinstallation of Product; (ii) shipping and freight expenses required to return Product to Schlage; and (iii) any other incidental, consequential, indirect, special and/or punitive damages, whether based on contract, warranty, tort (including, but not limited to, strict liability or negligence), patent infringement, or otherwise, even if advised of the possibility of such damages. Some local laws do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

The provisions of this warranty do not apply to Products: (i) used in commercial applications; (ii) used in common area applications; (iii) used for purposes for which they are not designed or intended; (iv) which have been subjected to alteration, abuse, misuse, negligence or accident; (v) which have been improperly stored, installed, maintained or operated; (vi) which have been used in violation of written instructions provided by Schlage; (vii) which have been subjected to improper temperature, humidity or other environmental conditions; or (viii) which, based on Schlage's examination, do not disclose to Schlage's satisfaction non-conformance to the warranty. Additionally, this warranty DOES NOT COVER scratches, abrasions, or deterioration due to the use of paints, solvents or other chemicals.

PRODUCT WARRANTIES, ADDITIONAL TERMS & CONDITIONS:

Commercial and Residential Applications

Additional Terms: The Company does not authorize any person to create for it any obligation or liability in connection with the Products. The Company's maximum liability under these warranties is limited to the purchase price of the Product. No action arising out of any claimed breach of these warranties by the Company may be brought by the Original User more than one (1) year after the cause of action has arisen.

How Local Law Applies: This warranty gives you specific legal rights, and you may also have other rights as otherwise permitted by law.

Note: Should the Product be considered a consumer product as may be covered by the Magnusson Moss Federal Warranty Act, please be advised that: (1) Some states do not allow limitations or incidental consequential damages or how long an implied warranty lasts so that the above limitations may not fully apply; and (2) This warranty gives specific legal rights and a user may have other rights which may vary from state to state.

For warranty service and shipping instructions contact:

Schlage Customer Commitment Center
2119 East Kansas City Road
Olathe, KS 66061
(800) 847-1864, Option 1
(888) 805-9837 Consumer
Fax (800) 366-5625

The Schlage Lock Company, LLC reserves the right to make changes in designs and specifications or to make additions or improvements on its products without notice and without incurring any obligation to incorporate them on products previously manufactured. The Schlage Lock Company, LLC is not responsible for any modification, addition or alteration to our products by others.

DISTRIBUTION FUNCTION AND LOCATION POLICY

The Schlage customer relationship includes the nonexclusive area of primary sales responsibility and the channel of distribution assigned by Schlage. It is vital to our success and for the effective management of the distribution of our products that the Schlage customer relationship, once it is satisfactorily established between us, should not be changed without our approval. Therefore, after selection by Schlage as a distributor of one or more of Schlage products, a customer should continue to perform that distribution function from the location of its business at the place or places utilized at the time of selection. A customer should not change its Schlage distribution function or establish a different or additional location without the prior written consent of Schlage.

Schlage reserves the right to discontinue, after appropriate notice, sale of its products to any customer which refuses to adhere to this policy. Schlage also reserves the right to change, in its sole discretion, the number and locations of the distributors authorized to distribute its products in any area. This determination will be based upon, among other considerations, the success or failure in developing the market for Schlage products.

HARDWARE FINISHES

Schlage Lock finishes are durable, top quality finishes obtained by the careful processing of solid brass, bronze, stainless steel or other materials. Where required, a protective clear coating is applied and cured under high temperature. It is important that climatic conditions and usage be taken under consideration when selecting finishes. This is especially true in areas subjected to strong corrosive vapors, humid

climate or sea air which, in a short time, may have a damaging effect on metal finishes. The longevity and preservation of the finish appearance is determined by base metal and finishing process. Clear protective coating or other organic finishing applications may require different methods of cleaning and care. As an example, non-clear coated finishes should not be cleaned with soaps or any solvents; organically coated surfaces should periodically be cleaned with a mild, nonabrasive soap and buffed lightly with a clean cloth. The type of base metal and finishing techniques must be considered when applying any cleaning or preservative method. Contact the Schlage Technical Services Department for further information on the care of finished hardware.

In some instances, for customer convenience, the most appropriate BHMA finish symbols are used to indicate similarity of appearance, regardless of base metal of finishing process. A, AL, D, ND, F, FA, H, S, S200-Series and Dexter by Schlage levers are zinc-based material and are plated to match finishes indicated. Finishes of latches, strikes, cylinders/cores, and visible mounting screws, though similar in appearance, may differ from the finish of the trim. Finish numbers in the 600-Series are the BHMA (Builders Hardware Manufacturers Association) industry standard.

Finish Codes and Descriptions:

The nearest old U.S. equivalent code designations are shown in parenthesis ().

Code	Description
505	Bright Brass
605 (3)	BRIGHT BRASS, Clear Coated
608	Satin Brass
609 (5)	ANTIQUÉ BRASS, Satin Brass, Blackened, Satin Relieved, Clear Coated
613* (10B)	OIL RUBBED BRONZE, Oxidized Satin Bronze, Oil Rubbed, No Coating
618	Polished Nickel
619 (15)	SATIN NICKEL, Satin Nickel Plated, Clear Coated
620 (15A)	ANTIQUÉ PEWTER, Satin Nickel Plated, Blackened, Satin Relieved, Clear Coated
621	Distressed Nickel, Clear Coated
622	MATTE BLACK, Coated
625 (26)	BRIGHT CHROMIUM PLATED, No Coating
626 (26D)	SATIN CHROMIUM PLATED, No Coating
630 (32D)	SATIN STAINLESS STEEL, No Coating
716	AGED BRONZE, Clear Coated

* Oil rubbed bronze (613) is considered a category "B" finish by ANSI/BHMA and will vary in color when applied to different alloys and forms of base material. 613 will also vary from production lot and additionally from one manufacturer to another. Oil rubbed bronze will wear off over time due to the "rubbed" finishing method that has no protective coating or plating.

Dexter J Series Grade 3 finishes have durable, top quality finishes obtained by the careful processing of solid brass, stainless steel or other materials. Where required, a protective clear coating is applied and cured under high temperature. It is important that climatic conditions and usage be taken under consideration when selecting finishes. This is especially true in areas subjected to strong corrosive vapors, humid climate or sea air which, in a short time, may have a damaging effect on metal finishes. The longevity and preservation of the finish appearance is determined by base metal and finishing process. Clear protective coating or other organic finishing applications may require different methods of cleaning and care. As an example, non-clear coated finishes should not be cleaned with soaps or any solvents; organically coated surfaces should periodically be cleaned with a mild, non-abrasive soap and buffed lightly with a clean cloth. The type of base metal and finishing techniques must be considered when applying any cleaning or preservative method. Contact the Schlage Technical Service Department for further information on the care of finished hardware.

In some instances, for customer convenience, the most appropriate Builders Hardware Manufacturers Association (BHMA) finish symbols are used to indicate similarity of appearance, regardless of base metal of finishing process. J-Series levers are zinc-based material and are plated to match finishes indicated. Finish numbers in the 600-Series are the BHMA industry standard. The nearest old U.S. equivalent code designations are shown in parentheses. Refer to each lock series section for standard finish availability.

Finish Codes and Descriptions:

Code	Description
605 (US3)	BRIGHT BRASS, Clear Coated
608	Satin Brass
609 (US5)	ANTIQUÉ BRASS, Satin Brass, Blackened, Satin Relieved, Clear Coated
618	Polished Nickel
619 (US15)	SATIN NICKEL, Clear Coated
620 (US15A)	ANTIQUÉ PEWTER, Clear Coated
625 (US26)	BRIGHT CHROME, Clear Coated
626 (US26D)	SATIN CHROME, No Coating
630 (US32D)	SATIN STAINLESS STEEL, No Coating
716	Aged Bronze, Clear Coated

Lifetime Mechanical Warranty

Schlage Lock Company, LLC ("Schlage") extends a lifetime Mechanical Warranty to the original user ("User") of Dexter by Schlage products ("Product") against mechanical defects in material and workmanship as long as the User occupies the residential premises in which the Product was originally installed.

This warranty DOES NOT COVER (i) product finish, (ii) abused or misused Products, or (iii) Products used in commercial applications. Upon return of a defective Product to Schlage, Schlage shall either replace the Product or refund the purchase price in exchange for the Product.

SCHLAGE MAKES NO OTHER WARRANTY, CONDITION OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES AND CONDITIONS RELATING TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IN NO EVENT SHALL SCHLAGE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM THE SALE, USE OR MISUSE OF THIS PRODUCT.

Note: Some states do not allow limitations on incidental, special, or consequential damages, so the above limitations may not fully apply.

This warranty gives specific legal rights, and you may also have other rights which vary from state to state.

5-Year Finish Warranty

Schlage Lock Company, LLC ("Schlage") extends a 5-Year Finish Warranty to the original user ("User") of Dexter by Schlage products ("Product") against tarnishing, and damage from corrosives like salt, sun, humidity and cleaning products for a period of 5 years provided that the User continues to occupy the residential premises in which the Product was originally installed.

This warranty DOES NOT COVER (i) scratches or abrasion, (ii) abused or misused Products, or (iii) Products used in commercial applications. Upon return of a defective Product to Schlage, Schlage shall either replace the Product or refund the purchase price in exchange for the Product.

SCHLAGE MAKES NO OTHER WARRANTY, CONDITION OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, EXCEPT THAT OF TITLE, AND ALL IMPLIED WARRANTIES AND CONDITIONS RELATING TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IN NO EVENT SHALL SCHLAGE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM THE SALE, USE OR MISUSE OF THIS PRODUCT.

Note: Some states do not allow limitations on incidental, special, or consequential damages, so the

above limitations may not fully apply. This warranty gives specific legal rights, and you may also have other rights which vary from state to state.

Product Warranties, Additional Terms and Conditions

THE COMPANY MAKES NO OTHER WARRANTY, AND ALL IMPLIED WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. THE COMPANY'S MAXIMUM LIABILITY HEREUNDER IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES OF ANY NATURE ARISING FROM THE SALE OR USE OF THIS PRODUCT, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

Should the Product be considered a consumer product as may be covered by the Magnusson Moss Federal Warranty Act, please be advised that:

(1) Some states do not allow limitations on incidental consequential damages or how long an implied warranty lasts so that the above limitations may not fully apply; (2) This warranty gives specific legal rights and a buyer may also have other rights which may vary from state to state.

For warranty service and shipping instructions, contact the:

Schlage Customer Commitment Center
2119 East Kansas City Road
Olathe, KS 66061
(800) 847-1864, option 1
(888) 805-9837, consumer
fax (800) 366-5625

Schlage reserves the right to make changes in designs and specifications or to make additions or improvements on its products without notice and without incurring any obligation to incorporate them on products previously manufactured. Schlage is not responsible for any modification, addition or alteration to our products by others.

Distribution Function and Location Policy

The Schlage customer relationship includes the nonexclusive area of primary sales responsibility and the channel of distribution assigned by Schlage. Each member of the Schlage channel of distribution is free to sell in any area and at any price. It is vital to our success and for the effective management of the distribution of our products that the Schlage customer relationship, once it is satisfactorily established between us, should not be changed without our approval. Therefore, after selection by Schlage as a distributor of one or more of Schlage products, a customer should continue to perform that distribution function from the location

of its business at the place or places utilized at the time of selection. A customer should not change its Schlage distribution function or establish a different or additional location without the prior written consent of Schlage.

Schlage reserves the right to discontinue, after appropriate notice, sale of its products to any customer which refuses to adhere to this policy. Schlage also reserves the right to change, in its sole discretion, the number and locations of the distributors authorized to distribute its products in any area. This determination will be based upon, among other considerations, the success or failure in developing the market for Schlage products.

CONNECTED HOME PRODUCTS WARRANTY

PATENT NOTICE: Schlage® products and those of its subsidiary companies and licensees may be covered by both issued and pending U.S. and foreign patents, copyrights and trademarks.

Manufactured items are covered by one or more of the following patents:

5070715	5152558	5308131	5395144	5593193
5598726	5640863	5683127	5715717	5765412
5769472	5809816	5816086	5820290	5881590
5918916	6286347	6297725	6523375	6533336
6540274	6581426	6802546	6905773	6926319
7143477	7159424	D372417	D372854	D406056
D406528	D426452	D428324	D450558	D457048
D457049	D458829	D467155	D472788	D487388
D520331	D520332	D537702	D541620	D543435

LOCK PRODUCT: Lifetime Limited Mechanical and Finish Warranty and 3-Year Limited Electronics Warranty Subject to the terms and conditions of this warranty, Schlage extends a lifetime limited mechanical and finish warranty and a three-year limited electronics warranty to the original consumer user ("Original User") of our Schlage brand lock product ("Lock Product") against defects in material and workmanship, as long as the Original User occupies the residential premises upon which the Lock Product was originally installed.

Guaranteed Fit Program: Schlage Lock Products are designed to fit standard residential door preparations and retrofit existing tubular locks. Note: Mortise locks and preparations are not considered standard and are not guaranteed under this program. During the initial installation, if there is a problem with the Lock Product's performance, the Original User may simply contact Schlage Customer Service at 877-288-7707 in the U.S. and Canada.

NON-LOCK PRODUCT: 1-Year Limited Mechanical and Electronics Warranty Subject to the terms and conditions of this warranty, Schlage extends a 1-year limited mechanical and electronics warranty to the original consumer user ("Original User") of our Schlage brand non-lock

product used in conjunction with our Lock Product ("Non-Lock Product") against defects in material and workmanship, as long as the Original User occupies the residential premises upon which the Lock Product was originally installed. "Lock Product" and "Non-Lock Product" are collectively referred to herein as "Product".

What Schlage will do: Upon return of the defective Product to Schlage, Schlage's sole obligation, at its option, is to either repair or replace the Product, or refund the original purchase price in exchange for the Product.

Original User: This warranty only applies to the Original User of Products. This warranty is not transferable.

What is not covered: The following costs, expenses and damages are not covered by the provisions of this limited warranty: (i) labor costs including, but not limited to, such costs as the removal and reinstallation of Product; (ii) shipping and freight expenses required to return Product to Schlage; (iii) failures, defects, or damage (including, but not limited to, any security failure or loss of data) caused by any third party product, service, or system connected or used in conjunction with the Product; and (iv) any other incidental, consequential, indirect, special and/or punitive damages, whether based on contract, warranty, tort (including, but not limited to, strict liability or negligence), patent infringement, or otherwise, even if advised of the possibility of such damages. The provisions of this warranty do not apply to Product: (i) used in commercial applications; (ii) used in common area applications; (iii) used for purposes for which they are not designed or intended; (iv) which have been subjected to alteration, abuse, misuse, negligence or accident; (v) which have been improperly stored, installed, maintained or operated; (vi) which have been used in violation of written instructions provided by Schlage; (vii) which have been subjected to improper temperature, humidity or other environmental conditions; or (viii) which, based on Schlage's examination, do not disclose to Schlage's satisfaction non-conformance to the warranty. Additionally, this warranty DOES NOT COVER scratches, abrasions, or deterioration due to the use of paints, solvents or other chemicals.

Exclusions: Oil Rubbed Bronze finish (613) is designed to improve over time and change in appearance, creating a living finish through daily use and thus, finish discoloration is not applicable to the above warranty. Additional terms: Schlage does not authorize any person to create for it any obligation or liability in connection with the Product. Schlage's maximum liability hereunder is limited to the original purchase price of the Product. No action arising out of any claimed breach of this warranty by Schlage may be brought by the Original User more than one (1) year after the cause of action has arisen.

How local law applies: This warranty gives you specific legal rights, and you may also have other rights as otherwise permitted by law. If this Product is considered a consumer product, please be advised that some local laws do not allow limitations on incidental or consequential damages or how long an implied warranty lasts, so that the above limitations may not fully apply. Refer to your local laws for your specific rights under this warranty.

Program and warranty claims: If you encounter a residential door preparation or fit issue under the Guaranteed Fit Program or have a claim under this warranty, please contact Schlage Customer Service for repair, replacement or refund of the original purchase price in exchange for the return of the Product to Schlage.

GENERAL TERMS & CONDITIONS

SCHLAGE GENERAL TERMS AND CONDITIONS OF SALE AND SERVICE

1. GENERAL. (a) This Agreement contains the terms and conditions by which Company will quote and sell its Products and Services to Customer. (b) The terms “purchase order” or “order” for the purposes of this Agreement include the term “request for quotation,” as appropriate. (c) This Agreement supersedes all pre-printed and boilerplate terms and conditions set forth in any purchase order issued by Customer. (d) No reference herein to Customer’s purchase order will in any way incorporate different or additional terms and conditions which are hereby objected to. (e) ANY ACCEPTANCE BY COMPANY OF CUSTOMER’S PURCHASE ORDER IS EXPRESSLY CONDITIONED ON THE CUSTOMER’S ASSENT TO AND ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. (f) In the event of a conflict between this Agreement and a purchase order issued by Customer, the terms of this Agreement will prevail. In the event of a conflict between this Agreement and any specific Product or Service terms and conditions, the specific Product or Service terms and conditions will prevail.

2. SCOPE OF PRODUCTS AND SERVICES AND ORDERS.

(a) **Scope of Products and Services.** The scope of the Products and Services (including, but not limited to location) are (i) attached to this Agreement, (ii) separately furnished by Company to Customer, or (iii) subject to Section 1 herein, contained in an order submitted by Customer. Non-standard finishes and special items may be available. Contact Company for such availability. All Products that come in “kits” cannot be sold as individual pieces. See the specific product terms and conditions for exceptions. (b) **Orders.** All orders submitted by Customer must be in written form acceptable to Company. A minimum net Product or Service order value, excluding freight charges, may be required for each order. Such minimum net Product or Service order value will be (i) attached to this Agreement; (ii) separately identified in the specific Product Price Book; or (iii) separately furnished by Company to Customer. In the event the order value does not meet any required minimum net Product or Service value, Company will, at its sole discretion, either (i) increase the quantity of items in the order to meet the minimum net Product or Service value provided herein; (ii) apply a minimum order charge; or (iii) reject the order. (c) **Receipt of an Order.** Company will acknowledge receipt of each order issued in

accordance with this Agreement and will notify Customer whether such order has been accepted or rejected, in whole or in part, by Company. If Company fails to acknowledge receipt of an order, within a reasonable time period, such failure to acknowledge receipt will be deemed a rejection of the entire order. (d) **Changes to Orders.** Any changes to orders must be acknowledged by Company in writing. Company reserves the right to deny any changes to orders, which have been previously acknowledged by Company. The time period for making any changes to orders for Products will be (i) attached to this Agreement; (ii) separately identified in the specific Product Price Book; or (iii) separately furnished by Company to Customer. All changes to orders are subject to a change order charge of 25% of the net Product or Service value or \$25.00, whichever is greater, plus the cost of fabrication or raw material that will need to be purchased for the change order. Unless otherwise specified by Company in writing, any changes to orders acknowledged by Company that affect the delivery date will be deemed a new order and will require acknowledgement by Company as provided in this Section 2. (e) **Cancellation of Orders.** All cancelled orders are subject to Company’s written acknowledgement to be valid. The time period for order cancellations will be (i) attached to this Agreement; (ii) separately identified in the specific Product Price Book; or (iii) separately furnished by Company to Customer. All cancelled orders acknowledged by Company are subject to a cancellation charge of 25% of the net Product or Service value or \$25.00, whichever is greater, plus the cost of any fabrication or raw materials that have purchased for the order.

3. PRICES AND PAYMENT. (a) **Prices.** The prices specified by Company are subject to change, without notice, to Company’s prices in effect at the time of each shipment of Products or performance of Services. Additional charges may be applied for product modification or engineering services. Oral prices specified by Company are null and void. (b) **Invoices.** Company will submit invoices to Customer stating amounts due. (c) **Payment Terms.** Payment terms are 2% cash discount 20 days, net 35 days from date of invoice. Payment will be made in United States dollars. (d) **Credit Terms.** All orders are subject to Company’s credit limit and terms of credit required by Company or contained in Company’s credit application, which is subject to change by Company at any time either before or after

delivery of any part of the order. Company reserves the right to request payment in advance of shipment or any order or to request adequate assurances for Customer's payment of an order and may withhold or stop shipment, without any liability to Company, until Customer submits payment or assurance of payment, as required by Company. (e) **Default.** If Customer is in default in payment or otherwise with respect to any order for Products or Services or any other contract with Company, Company shall have the right, in addition to all other legal remedies and without prejudice to any of its right hereunder, to defer further shipments until such default is corrected and to declare all outstanding bills of Customer to be immediately due and payable. (f) **Taxes.** Any taxes, charges, or duties imposed by any governmental authority on the sale of Products or Services will be paid by Customer, in addition to the selling price specified by Company. (g) **Late Payment Charge.** A late payment charge of 1.5% per month equivalent to 18% per annum will be charged on past due balances owed Company. Provided however, that in the event that applicable governmental law sets a maximum rate for late payment fees which is less than 18% per annum, then the late payment charge assessed will be set at the maximum rate permitted by law.

4. INSPECTION, DELIVERY, SHIPPING, FREIGHT CHARGES, CLAIMS, AND PACKING.

(a) **Inspection.** Inspection of Products and Services will be done by Customer immediately after receipt of Products or completion of Services. Inspection of Products or Services by Customer at Company's facility is not permitted. (b) **Delivery.** Product delivery schedules are based upon current production capacities, material or component availability, and inventory, and may be changed by Company as conditions require. Service delivery schedules are based upon prompt receipt of, and prompt access to, Customer's equipment and all information necessary to complete the Services. In no event will Product or Service delivery dates be construed as falling within the meaning of "time is of the essence." Partial delivery shall be accepted by Customer and paid for at the price and on the terms stated herein. Any partial delivery of Products or Services, shall constitute a separate sale and payment shall be separately made when due. If any part of the Products or Services are not delivered by Company in accordance with Customer's order, this Agreement shall not be affected thereby. (c) **Shipping.** Unless otherwise specified by Company, (i) where the Customer is located in the United States, all Products will be sold "Uniform Commercial Code, F.O.B. Origin, Company's factory"; and (ii) where the Customer is

located outside of the United States, all Products will be sold "Incoterms 2000, Ex-works, Company's factory." In either instance, title and risk of loss will pass to Customer upon delivery to the carrier at Company's factory. Provided however, a security interest will remain in the Products, regardless of mode of attachment to realty or other property, until full payment has been made therefore, and Customer agrees, upon request, to do all things and acts necessary to protect Company's interest by adequately insuring the Products against loss from damage from any cause and to have Company named as an additional insured. Copies of all Certificates of Insurance will be provided to Company upon request. Customer will also assist Company in providing all necessary documents or signatures required to file any documents to perfect Company's interest in such Products. (d) **Freight Charges.** All freight charges will be (i) attached to this Agreement; (ii) separately identified in the specific Product Price Book; or (iii) separately furnished by Company to Customer. (e) **Claims.** All claims for loss or damage to Products while in the care, custody, and/or control of a carrier will be the responsibility of Customer, who will submit any claims.. (f) **Packing.** Company will pack, mark, and ship the Products according to its standard procedures for shipment, unless the parties agree, in writing, that Company will comply with any special instructions provided by Customer. Compliance with special instructions may result in an increased price.

5. CLAIMS. (a) All claims must be submitted in writing to Company as follows: (i) All claims for prices must be submitted within thirty (30) days from the date of invoice. (ii) All claims for Product quantity or incorrect orders must be submitted within ten (10) days from the date of delivery. (iii) All claims for damage to Products (while in the care, custody, and control of Company) must be submitted within thirty (30) days from the date of invoice.

6. PRODUCT CHANGES. Company reserves the right to change without notice the design of, or the process of manufacturing, the Products covered by this Agreement; provided that the foregoing will not be construed as relieving Company from its obligation to deliver Products which conform to the specifications which Company may have furnished to Customer.

7. PRODUCT RETURNS. Products may not be returned unless Customer receives written authorization from Company. If returns are authorized by Company, a return merchandise authorization ("RMA") number must be provided by Company. Products identified under such RMA must be returned to Company within 90 days of issuance of the RMA. Such RMA number and any accompanying RMA documents,

the original invoice number, and a written explanation for the return must be included with the returned Products in order for Company to inspect and approve a credit for the return. Such credit will only be issued if, after Company's receipt and inspection of Products, Company approves the return. Only those Products which have been in Customer's inventory no more than 180 days from the date of shipment by Company and which are current, standard, non-obsolete, non-specially manufactured, unused, in their original condition as at the time of sale by Company to Customer, and are in their original packaging may be considered by Company for return. In the event Company approves a return, a credit will be made to Customer's account less freight, and a handling and reprocessing charge of 35% of the net material value on the original invoice. Products requiring reconditioning to return the Products to a saleable condition may be credited to Customer's account less freight and a handling and reprocessing charge of 50% of the net material value and less 2% for the cash discount allowance on the original invoice.

8. TECHNICAL INFORMATION AND ADVICE.

(a) All designs, data, and specifications provided by Company are proprietary and will not be disclosed or reused by Customer without the prior written consent of Company. (b) Company assumes no obligation or liability for any advice given by Company, the results obtained, or damages incurred, and all such advice is given and accepted at Customer's risk.

9. LIMITED WARRANTY. (a) Company's Standard Limited Warranty(ies) relating to Products or Services are applicable to this Agreement. The limited warranty(ies) are (i) attached to this Agreement; (ii) separately identified in the specific Product Price Book; or (iii) separately furnished by Company to Customer. (b) (i) In the event that certain Product warranties are not attached to this Agreement or separately furnished, Company warrants only to Customer that Products will be free from defects in material and workmanship for a period of 12 months from the date of shipment of the Products. Company's sole obligation under this warranty is limited to repairing or replacing, at its option, the defective Products. (ii) The provisions of this limited Product warranty do not apply to Products: (A) used for the purposes for which they are not designed or intended; (B) which have been repaired or altered without Company's prior written consent; (C) which have been subjected to misuse, abuse, negligence, or accident; (D) which have been improperly stored, installed, maintained, or operated; (E) which have been used in violation of written instructions provided by Company to Customer; (F) which have subjected

to improper temperature, humidity, or other environmental conditions; (G) which have been affected by normal wear and tear; or (H) which, based on Company's examination, do not disclose to Company's satisfaction nonconformance to the warranty. (c)(i) In the event that certain Service warranties are not attached to this Agreement or separately furnished, Company warrants only to Customer that the Services will be free from defects in material and workmanship for a period of 6 months from the date of completion of the particular items of Service. Company's sole obligation under this warranty is limited to repairing or reperformance, at its option, of the Service; provided however, if repair or reperformance is either impractical or impossible, the Company will refund to Customer that portion of the price paid to the Company for the defective item of Service. This warranty only applies if the company is given written notice of the defect or nonconformance by the Customer within 30 days of discovery. (ii) The provisions of this limited Service warranty does not apply to any defects or issues with the design or performance of equipment or products not manufactured by Company, nor does it apply to any code compliance or permit requirements for the assembly, installation, erection, or construction of any goods.

(d) **NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE PRODUCTS OR SERVICES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(e) The following costs and expenses are not covered by the provisions of these limited warranties: (i) labor costs for the removal and reinstallation of Products or other manufacturer's products; (ii) shipping and freight expenses required to return Products to Company; (iii) normal maintenance; and (iv) economic losses. In addition, the provisions of this warranty are not applicable to anything other than defects in Company's material (products only) or workmanship.

10. CUSTOMER'S REMEDIES. THE CUSTOMER'S EXCLUSIVE AND SOLE REMEDY ON ACCOUNT OF, OR IN RESPECT OF, THE FURNISHING OF PRODUCTS OR SERVICES THAT DO NOT CONFORM TO THIS AGREEMENT WILL BE TO (A) SECURE REPAIR OR REPLACEMENT OF THE PRODUCTS; OR (B) SECURE REPAIR OR REPERFORMANCE OF THE SERVICES OR TO OBTAIN A REFUND OF THE PRICE PAID FOR THE DEFECTIVE SERVICE, ALL AT COMPANY'S OPTION. IN NO EVENT WILL THE COMPANY'S MAXIMUM LIABILITY EXCEED THE SELLING PRICE FOR THE PRODUCTS OR ITEM OF SERVICE.

11. LIMITATION OF LIABILITY. IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE PRODUCTS, SERVICE INTERRUPTION, LOSS OF PROFITS, LOSS OF REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, OR CLAIMS OF CUSTOMER'S CUSTOMERS, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE), PATENT INFRINGEMENT, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. STATUTE OF LIMITATIONS. NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS AGREEMENT BY COMPANY MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN.

13. CONSUMER PRODUCTS. With respect to "consumer products" as defined under the Magnuson-Moss Warranty Act ("MMWA"), the following statements are made. (a) Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. IF ANY IMPLIED WARRANTY IS PROVIDED UNDER THE MMWA, IT IS LIMITED TO THE DURATION OF THE WARRANTY PROVIDED IN SECTION 9 ABOVE. (b) Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. (c) This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

14. FORCE MAJEURE. Any delay or failure of Company to perform its obligations hereunder will be excused to the extent that it is caused by an event or occurrence beyond its control such as, by way of example and not by way of limitation, acts of God, actions by any governmental authority (whether valid or invalid), governmental laws and regulations not presently in effect, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, accidents, labor problems (including, but not limited to, lockouts, strikes, and slowdowns) at Company's facility, its source plant or their suppliers, inability to obtain power, material, labor equipment, or transportation, or court injunction or order. The delivery date will be extended for a time equal to that of the delay and the schedule for Company's performance will be deemed adjusted in the individual order(s) to that effect.

15. ENTIRE AGREEMENT AND AMENDMENT.

This Agreement, together with any attachments or supplements specifically referenced in this Agreement, constitutes the entire agreement between the parties hereto and supersedes all previous communications, representations, or agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No agreement or understanding varying or expanding this Agreement will be binding upon either party hereto unless it is in writing and signed by a duly authorized representative thereof.

16. TERMINATION. (a) This Agreement may be terminated by either party by giving 30 days' written notice to the other party in the event of failure by such other party to fulfill any of its obligations hereunder. However, if during the period of such notice, such other party remedies such failure, this Agreement will continue with the same force and effect as if such notice had not been given. (b) This Agreement may be terminated upon the written mutual consent of the parties. (c) Either party may immediately terminate this Agreement by giving written notice to the other party in the event of the happening of any of the following or any other comparable event: (i) insolvency of the other party; (ii) filing of a petition in bankruptcy by or against the other party; (iii) appointment of a receiver or trustee for the other party; or (iv) execution of an assignment for the benefit of creditors by the other party, all of which will allow Company to demand reclamation of all affected orders. (d) Except as provided in this section 16, Customer may not terminate this Agreement, in whole or in part, unless Company's prior written consent is obtained and Customer agrees to pay all of Company's cancellation charges.

17. GOVERNING LAW; VENUE; AND EXPENSES. (a) This Agreement and any disputes or controversies arising hereunder will be governed by and construed according to the internal laws of the State of Indiana, United States of America, without regard to its conflict of law principles, and not including the United Nations Convention on Contracts for the International Sale of Goods. (b) Jurisdiction and venue with respect to any action, proceeding, or suit in connection with this Agreement will reside in the courts of the State of Indiana. (c) Customer agrees to pay for all expenses (including attorney's fees) incurred by Company in enforcing the obligations of Customer under this Agreement.

18. COMPLIANCE WITH LAWS, EXPORT CONTROLS, CERTIFICATIONS, AND NUCLEAR LIABILITY. (a) This Agreement is be subject to, and Company and Customer will comply with, all laws and export controls, regulations, rules, orders, licenses, requirements, and governmental requests now or

hereafter in effect in the United States of America that pertain to the Products or the initial sale of the Products or that pertain to Services. Provided however, Company is not responsible for obtaining or maintaining any permits for the performance of Services or the verification or compliance with any code requirements relative to the performance of Services. To the extent any sale of Products or Services pursuant to this Agreement may require approval of the U.S. Government, Company's obligations under this Agreement are conditioned upon the grant of such approval and upon compliance by Customer with any restrictions imposed by the U.S. Government in connection with such approval. (b) Certain Products are noted by Company as tested by independent laboratories for compliance with UL and/or ANSI standards. Any and all modifications or alterations to such Products will void such certification, and Company is not liable to Customer to certify any modified or altered Product. (c) In the event the Products are to be used in a nuclear facility, the Customer shall, prior to such use, arrange for insurance or governmental indemnity protecting Company against liability. The Customer hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage including, but not limited to, loss of use, in any manner arising out of the nuclear incident, whether alleged to be due, in whole or in part by Company or its suppliers.

19. NO INDUCEMENTS. The parties hereto represent to each other and each agrees that, neither it nor any person acting on its behalf has, in contravention of any applicable law, given or offered to give, or will give or offer to give, any sum of money or other material consideration to any person, directly or indirectly, as an inducement to obtain business hereunder or to influence the granting of licenses or other governmental permissions to enter into this Agreement or perform obligations hereunder.

20. SEVERABILITY. If any provision of this Agreement is held to be invalid, illegal, or unenforceable under any statute, regulation, ordinance, executive order, or other rule of law, that provision will be deemed severed to the extent necessary to comply with such statute, regulation, ordinance, order, or rule. In the event such provision is deemed severed, the parties will negotiate in good faith to arrive at an alternative arrangement approximating the original business objective of the parties. The remaining terms and conditions of this Agreement will remain in effect.

21. NO IMPLIED WAIVER. The failure of either party at any time to require performance by the other party of any provision of this Agreement will in no way affect the right to require such performance at any time

thereafter, nor will the waiver of either party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of the same or any other provision.

22. MISCELLANEOUS. (a) This Agreement does not constitute either party the agent or legal representative of the other party. Neither party is authorized to create any obligation on behalf of the other party including, but not limited to, the obligation for payment of any service or warranty obligation hereunder. (b) Neither this Agreement nor any right or obligation hereunder may be transferred or assigned by either party without the prior written approval of the other party, except that Company can transfer or assign this Agreement or any right or obligation (including, but not limited to the right to receive payments for any orders) to Schlage Lock Company, LLC or a Schlage Lock Company, LLC entity without first obtaining Customer's consent. (c) The rights and remedies herein reserved to Company will be cumulative and additional to any other or further rights and remedies provided at law or equity. (d) Customer does not have the right to setoff or to back charge against any amounts which become payable to Company under this Agreement or otherwise. (e) The official text of this Agreement is in the English language. If this Agreement is translated into another language, the English text will govern any question with respect to interpretation. (f) The headings in this Agreement are for convenience of reference only and do not affect the meaning of this Agreement in any manner.

23. DEFINITIONS. (a) "Agreement" means Schlage General Terms and Conditions of Sale and Service. (b) "Company" means Schlage Lock Company, LLC, . (c) "Customer" means the Buyer. (d) "Buyer" means the purchaser of products or Services from Company. (e) "U.S." means United States of America.

STANDARD PRODUCT TERMS AND CONDITIONS

Residential

The following specific product terms and conditions supersede the general terms and conditions of sale and service only to the extent provided herein. All other terms and conditions contained in the General Terms and Conditions of Sale and Service provided in this Price Book will govern the sale of products identified in this Price Book.

Residential Patent Numbers:

5070715	5765412	6523375	D372417	D458829
5152558	5769472	6533336	D372854	D467155
5308131	5809816	6540274	D406056	D472788
5395144	5816086	6581426	D406528	D487388
5593193	5820290	6802546	D426452	D520331
5598726	5881590	6905773	D428324	D520332
5640863	5918916	6926319	D450558	D537702
5683127	6286347	7143477	D457048	D541620
5715717	6297725	7159424	D457049	D543435

The price list in this price book supersedes and cancels all previous price lists contained in any other price books or versions thereafter. Prices shown are subject to change without notice. All prices are subject to discount. Products considered "Specials" ("X" designated part numbers) fall outside of standard discount terms. Contact customer service for clarification.

Service Charges: Service charges on past due invoices (except validly disputed items) will be assessed as follows: 1 1/2% per month or the maximum allowable by law on past due amounts open as of the last day of each calendar month until the past due amounts are paid.

Changes or Cancellations: Changes or cancellations to an order must be in writing and may result in additional charges for labor and/or materials. Changes may result in a delay in the scheduled ship date. Additions to orders will be entered as separate stand-alone orders and must qualify for all terms of sale, including discounts, on an individual basis. Changes or deletions resulting in an order size of less than our minimum will not be accepted. Orders for non-cataloged, special or nonstandard items may not be canceled. Factory orders may not be changed within 7 days.

Claims and Returns: Claims for shortages and/or incorrectly filled orders must be filed with Customer Service within 10 days of receipt of material. Price adjustments must also be made in writing to Customer Service within 30 days from receipt of invoice. No returned goods will be accepted without written

approval from Schlage. Credit will be based upon the written authorization of the IR Schlage representative and final acceptance by Schlage. Such returns must be prominently marked with the return goods authorization number and shipped prepaid. Returns, if approved, will be subject to a minimum restocking charge of 35% for unopened cases received in the same condition as when sold by Schlage. Non-stock materials are not returnable. Charge-backs will not be allowed.

Freight Policy: Customer orders in excess of \$1,000 Net will be shipped freight prepaid by Schlage to a single destination point in the U.S. Orders less than this amount will ship UPS/RPS prepaid and actual freight will be indicated on the customer's invoice. All goods are shipped F.O.B. factory or DSC and become the customer's property when they pass into the hands of the transportation company. Schlage reserves the right to use our choice of carrier. Schlage will ship as requested, freight collect, if the customer is willing to bear the entire expense and so indicates on the order. Other delivery options include Next Day, 2-day, and 3-day shipping.

Taxes: Prices do not include any present or future Federal, State or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments which may result from transactions or any services performed in connection therewith.

Delivery: Orders will be assigned ship dates and acknowledged accordingly, based on estimates of availability of products. Specific scheduled ship dates are not guaranteed by Schlage because of the nature of product, labor, availability of material or manufacturing conditions that might be beyond our control. Schlage will not be liable for back charges incurred based on availability of product in accordance with acknowledged ship dates.

Certifications: Schlage products, as noted in our catalog, are produced and tested by independent laboratories for compliance with UL and ANSI standards. Any field modification or alteration of product will void certification.

Helping you grow your business. A valued partnership.

MARKETING RESOURCES

When you install Schlage, you can be assured that your reputation is backed by nearly a century of total dedication to security, quality and innovation. As a valued partner, we want to help support the growth of your business.

We offer a variety of marketing tools to help you differentiate the Schlage offering, create demand and, ultimately, increase profitability as you grow your business. For ease and convenience, with a registered account, you have instant access to all items available from the Schlage Marketing Resource Center (MRC) at www.SchlageMarketingResources.com.

Examples of marketing resources include:

- Product Imagery
- Literature
- Customized Materials and E-commerce Tool Kits
- Merchandising, Signage and Demonstration Kits
- Customized Document Folders
- Logo Keys
- Training

We are committed to helping you create demand and grow your business.



Get started today!

Visit www.SchlageMarketingResources.com, create your own MRC account and find a variety of marketing materials available for many brands.