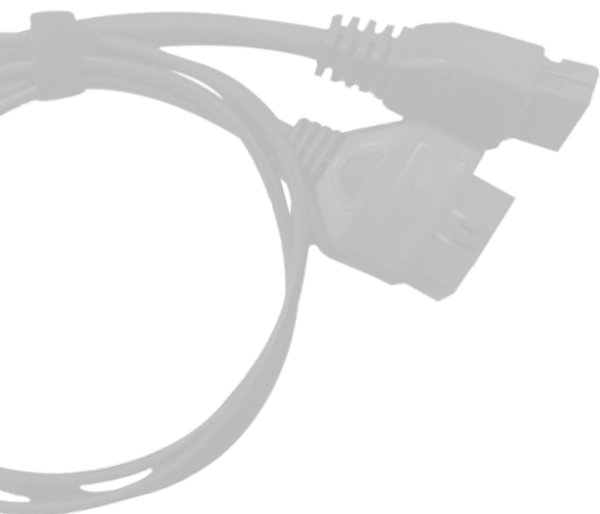




MSRP List Price

May 17, 2021



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Kaba Ilco has established a MAP (Minimum Advertised Price) Policy.
The MAP Policy can be downloaded from <http://www.ilco.us/map>



Smart Pro (Drop Ship Pricing)

Ilco Item #	Item Description	Inventory Type Physical/ Virtual	U/M Sold	U/M Master Carton	Cubic Space (inches)	MSRP	
TT0422XXXX	Smart Pro Monthly (36 Month Commitment)	Physical	ea	1	12x3x8	\$2,035.00	^
TT0423XXXX	Smart Pro Annual (3 Year Commitment)	Physical	ea	1	12x3x8	\$3,392.00	^
TT0424XXXX	Smart Pro Custom (Hwardware Only)	Physical	ea	1	12x3x8	\$3,392.00	^
TT0431XXXX	AD2000 SMART PRO WITH 1 YEAR ANNUAL UTP NO (NO COMMITMENT)	Physical	ea	1	12x3x8	\$4,028.00	^

Exchanges/Trade-Ins (Drop Ship Pricing)

Ilco Item #	Item Description	Inventory Type Physical/ Virtual	U/M Sold	U/M Master Carton	Cubic Space (inches)	MSRP	
TT0442XXXX	Smart Pro Exchange	Physical	ea	1	12x3x8	\$2,809.00	^

Smart Pro (Distributor Stock Pricing)

Ilco Item #	Item Description	Inventory Type Physical/ Virtual	U/M Sold	U/M Master Carton	Cubic Space (inches)	MSRP	
TT0422XXXX	Smart Pro Monthly (Must Submit Activation Fee once sold to end user)	Physical	ea	1	12x3x8	\$2,035.00	^
TT0432XXXX	ADAC19 SMART PRO CUSTOM ACTIVATION FEE	Virtual	ea	1	n/a	\$1,280	^
TT0433XXXX	ADAC21 SMART PRO ANNUAL (3 Yr Commitment) ACTIVATION FEE	Virtual	ea	1	n/a	\$1,280	^
TT0434XXXX	ADAC24 SMART PRO ANNUAL UTP (No Commit- ment) ACTIVATION FEE	Virtual	ea	1	n/a	\$1,880	^
TT0435XXXX	ADAC25 SMART PRO EXCHANGE ACTIVATION FEE	Virtual	ea	1	n/a	\$730	^

Smart Pro Software Packs

Ilco Item #	Item Description	Inventory Type Physical/ Virtual	U/M Sold	U/M Master Carton	Cubic Space (inches)	MSRP	
TT0351XXXX	ADS2800 Smart Pro Stock Software Kit - Consists of 30 pcs software	Virtual	ea	1	n/a	\$7,800	
TT0352XXXX	ADS2801 Smart Pro Turbo Software Kit - Consists of 40 pcs software	Virtual	ea	1	n/a	\$8,995	
TT0353XXXX	ADS2802 Smart Pro Super Charged Software Kit - Consists of 55 pcs software	Virtual	ea	1	n/a	\$9,999	

Smart Pro Accessories/Replacement Items

Ilco Item #	Item Description	Inventory Type Physical/ Virtual	U/M Sold	U/M Master Carton	Cubic Space (inches)	MSRP	
TT0339XXXX	ADA2000 SMART PRO CARRY CASE	Physical	ea	1	23x18x9	\$183.00	^
TT0340XXXX	ADC2000 SMART PRO OBD MASTER CABLE	Physical	ea	1	8x8x1	\$80.75	^
TT0341XXXX	ADC2006 SMART PRO AC/DC POWER SUPPLY UNIT	Physical	ea	1	7x3x2	\$107.60	^
TT0342XXXX	ADC2002 SMART PRO PIN SAVER	Physical	ea	1	1x3x1	\$75.30	^
TT0343XXXX	ADC2004 SMART PRO USB CABLE	Physical	ea	1	2x10x1	\$53.80	^
TT0344XXXX	ADC2001 SMART PRO CABLE ADAPTER 50 PIN TO 25 PIN	Physical	ea	1	3x3x1	\$80.75	^
TT0345XXXX	OPM2001 SMART PRO USB FLASH DRIVE DIGITAL OPERATING MANUAL	Physical	ea	1	2x3	\$18.30	^
TT0346XXXX	ADC2008 SMART PRO POWER CABLE USA	Physical	ea	1	7x7x2	\$14.55	^
TT0347XXXX	ADC2005 SMART PRO RIGHT ANGLE ADAPTER	Physical	ea	1	2x1x1	\$53.80	^
TT0348XXXX	ADA2002 SMART PRO AERIAL STAND	Physical	ea	1	9x2x3	\$29.40	^
TT0349XXXX	ADA2001 SMART PRO GLASS SCREEN PROTECTOR	Physical	ea	1	11x9x.02	\$29.40	^

Smart Pro Accessories/Replacement Items - continued

Ico Item #	Item Description	Inventory Type Physical/ Virtual	U/M Sold	U/M Master Carton	Cubic Space (inches)	MSRP	
TT0350XXXX	ADC2118 SMART PRO NISSAN 10 PIN LEAD (NATS2 SYSTEM)	Physical	ea	1	8x9x1	\$139.00	^
TT0401XXXX	ADC2011 - CHRYSLER 2018 CAN-C CABLE #	Physical	ea	1	8x9x1	\$58.30	^
TT0411XXXX	ADC2012 - CHRYSLER 2018 RFH CABLE	Physical	ea	1	8x9x1	\$159.00	^

T-Code Pro Equipment

Ico Item #	Item Description	Inventory Type Physical/ Virtual	U/M Sold	U/M Master Carton	Cubic Space (inches)	MSRP	
TT0174XXXX	Patriot Pack (Flag Tcode with ADS-226 software pack)	Physical	ea	1	19x18x6	\$10,499	
TT0160XXXX	TCODE PRO USA TCode Pro with USA Key Pad (H/W Only)	Physical	ea	1	19x18x6	\$2,415	

T-Code Pro/MVP Pro Accessories/Replacement Items

Ico Item #	Item Description	Inventory Type Physical/ Virtual	U/M Sold	U/M Master Carton	Cubic Space (inches)	MSRP	
TT0001XXXX	AD30 Transponder Coil Detector	Physical	ea	1	6x4x2	\$127.00	^
TT0002XXXX	AD35 Remote Tester	Physical	ea	1	7x4x2	\$149.60	^
TT0013XXXX	ADA100 Carry Case (Large)	Physical	ea	1	21x19x2	\$48.45	^
TT0014XXXX	ADA101 Protective Cover	Physical	ea	1	13x10x1	\$12.95	^
TT0015XXXX	ADA102 Dongle Case	Physical	ea	1	13x4x1	\$12.95	^
TT0016XXXX	ADA103 Smart Card Calculator	Physical	ea	1	5x4x1	\$102.25	^
TT0017XXXX	ADA104 Replacement Smartcard	Physical	ea	1	4x2x0	\$86.10	^
TT0018XXXX	ADA105 Smart Card Kit (Calculator and 2 Cards)	Physical	ea	1	5x4x1	\$188.35	^
TT0040XXXX	ADA124 Tcode Pro/MVP Pro Protective Case	Physical	ea	1	17x15x9	\$161.40	^
TT0019XXXX	ADC-116 OBD2 Port Test Adaptor	Physical	ea	1	3x2x1	\$52.75	^
TT0020XXXX	ADC-118/136 Nissan Old Style Cable	Physical	ea	1	6x6x1	\$138.80	^
TT0021XXXX	ADC-152 Replcmnt Power Supply - Pro	Physical	ea	1	6x3x2	\$74.25	^
TT0022XXXX	ADC-153 Replcmnt USB Cable - Pro	Physical	ea	1	6x5x1	\$52.75	^
TT0023XXXX	ADC-154 "A" Dongle for the Pro (Black)	Physical	ea	1	3x2x1	\$95.80	^
TT0024XXXX	ADC-155 "B" Dongle for the Pro (Red)	Physical	ea	1	3x2x1	\$95.80	^
TT0025XXXX	ADC-156 "C" Dongle for the Pro (Green)	Physical	ea	1	3x2x1	\$95.80	^
TT0026XXXX	ADC-157 "D" Dongle for the Pro (Blue)	Physical	ea	1	3x2x1	\$95.80	^
TT0027XXXX	ADC-158 "E" Dongle for the Pro (Yellow)	Physical	ea	1	3x2x1	\$95.80	^
TT0028XXXX	ADC-159 "F" Dongle for the Pro (White)	Physical	ea	1	3x2x1	\$95.80	^
TT0029XXXX	ADC-160 "G" Dongle for the Pro (Tan)	Physical	ea	1	3x2x1	\$95.80	^
TT0031XXXX	ADC-173 "J" Dongle for the Pro (Purple)	Physical	ea	1	3x2x1	\$95.80	^
TT0030XXXX	ADC-175 "K" Dongle for the Pro (Brown)	Physical	ea	1	3x2x1	\$95.80	^
TT0032XXXX	ADC-177 "L" Dongle for the Pro (Pink)	Physical	ea	1	3x2x1	\$95.80	^
TT0033XXXX	ADC-178 "P" Dongle for the Pro (Dark Purple)	Physical	ea	1	3x2x1	\$95.80	^
TT0035XXXX	ADC-191 Toyota Prius M Dongle	Physical	ea	1	3x2x1	\$102.25	^
TT0036XXXX	ADC-193 Hyundai & KIA Rmte Prgm Cable	Physical	ea	1	6x6x2	\$171.10	^
TT0037XXXX	ADC-194 Mitsubishi Rmte Prgmng Adaptor	Physical	ea	1	3x2x1	\$74.25	^

T-Code Pro/MVP Pro Accessories/Replacement Items - continued

Ilco Item #	Item Description	Inventory Type Physical/ Virtual	U/M Sold	U/M Master Carton	Cubic Space (inches)	MSRP	
TT0038XXXX	ADC-197 Honda/Acura "N" Dongle (Lime)	Physical	ea	1	3x2x1	\$95.80	^
TT0041XXXX	ADC-199 New Pin Saver Kit	Physical	ea	1	4x2x1	\$17.25	^
TT0315XXXX	ADC-219 VAG Instrument Cluster Reset Cable	Physical	ea	1	7x7x2	\$247.50	^
TT0332XXXX	ADC-222 Force Ignition Tool	Physical	ea	1	3x2x1	\$86.10	^
TT0171XXXX	ADC-240 Smart Dongle	Physical	ea	1	5.5x5x4	\$752.10	^
TT0172XXXX	ADC-241 Smart Dongle Replacement Power Adaptor	Physical	ea	1	2.5x2x1	\$36.60	^
TT0317XXXX	ADC-242 Smart Aerial	Physical	ea	1	7.3x1.7x1	\$363.70	^
TT0316XXXX	ADC-243 EZ Clone Plus/RW4 Plus Cable to AD Pro Tester	Physical	ea	1	7x7x2	\$70.00	^
TT0042XXXX	ADC-250 Rplcmt Main Cable w/12v Connct	Physical	ea	1	7x7x2	\$95.80	^
TT0043XXXX	ADC-251 Pro Cable w/LED	Physical	ea	1	7x7x2	\$106.55	^
TT0124XXXX	TBV1 THE TRANSPONDER BOOK VOL. 1 BY JOSH HEATH #	Physical	ea	1	11x10x2	\$192.60	^
TT0125XXXX	TB2019 THE TRANSPONDER BOOK 2019 EDITION BY JOSH HEATH #	Physical	ea	1	11x10x2	\$201.80	^
TT0127XXXX	Manual B&T Pro User Manual w/ Binder/Tabs	Physical	ea	1	12x12x3	\$161.40	^
TT0164XXXX	TDB002 Transponder Detector	Physical	ea	1	6x4x2	\$95.80	^
TT0165XXXX	TDB004 Transponder Detector-CounterTop	Physical	ea	1	10x6x4	\$106.55	^
TT0274XXXX	ADS-190SD KIA/HYUNDAI 2007> PIN CODE (Smart Dongle)	Virtual	ea	1	n/a	\$357.35	^
TT0176XXXX	ADS-198SD Nissan 20 Digit Pincode Bypass Software (Smart Dongle)	Virtual	ea	1	n/a	\$429.30	^

Software

Ilco Item #	Item Description	Inventory Type Physical/ Virtual	U/M Sold	U/M Master Carton	Cubic Space (inches)	MSRP	
TT0044XXXX	ADS-100 Ford Basic, PATS 4 & 5, Catera Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0045XXXX	ADS-110 Acura/Honda Basic+ 2007 Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0046XXXX	ADS-112 Nissan USA Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0047XXXX	ADS-113 Chrysler Basic, CAN, Remotes Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0048XXXX	ADS-115 Audi & VW incl PIN read Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0049XXXX	ADS-117 Mitsubishi USA Software (Cat B)	Virtual	ea	1	n/a	\$599	
TT0050XXXX	ADS-118 Hyundai/KIA Software (Cat B)	Virtual	ea	1	n/a	\$599	
TT0051XXXX	ADS-125 Lexus & Toyota Type 1 Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0052XXXX	ADS-126 Mazda PIN Code Conv Software (Cat B)	Virtual	ea	1	n/a	\$599	
TT0053XXXX	ADS-127 Subaru USA Software (Cat B)	Virtual	ea	1	n/a	\$599	
TT0054XXXX	ADS-133 Mazda CAN Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0055XXXX	ADS-135 Isuzu Software (Cat C)	Virtual	ea	1	n/a	\$499	
TT0056XXXX	ADS-137 Sprinter USA Software (Cat C)	Virtual	ea	1	n/a	\$499	
TT0057XXXX	ADS-138 GM USA Basic incl GTO & Saturn Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0058XXXX	ADS-139 GM CAN Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0059XXXX	ADS-144 Saab USA Software (Cat B)	Virtual	ea	1	n/a	\$599	

Software - continued

Ilco Item #	Item Description	Inventory Type Physical/ Virtual	U/M Sold	U/M Master Carton	Cubic Space (inches)	MSRP	
TT0060XXXX	ADS-146 Audi & VW CAN Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0061XXXX	ADS-147 Hyundai/KIA CAN Software (Cat C)	Virtual	ea	1	n/a	\$499	
TT0062XXXX	ADS-150 Toyota 2007 Software (Cat B)	Virtual	ea	1	n/a	\$599	
TT0063XXXX	ADS-151 Jaguar USA Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0065XXXX	ADS-154 Mitsubishi CAN/PROX Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0066XXXX	ADS-156 Chrysler Fobik CAN Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0067XXXX	ADS-157 Chrysler PIN Read Software (Cat B)	Virtual	ea	1	n/a	\$599	
TT0068XXXX	ADS-159 Nissan CAN PROX Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0069XXXX	ADS-164 Land Rover Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0070XXXX	ADS-166 Honda/Acura 2008+ Software (Cat B)	Virtual	ea	1	n/a	\$599	
TT0072XXXX	ADS-172 Ford 2010 Software (Cat B)	Virtual	ea	1	n/a	\$599	
TT0073XXXX	ADS-173 Chrysler 2010 Software (Cat B)	Virtual	ea	1	n/a	\$599	
TT0074XXXX	ADS-174 Toyota 2010 Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0075XXXX	ADS-175 Ford 2011 Software (Cat B)	Virtual	ea	1	n/a	\$599	
TT0076XXXX	ADS-178 Chrysler PROX 2011 Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0077XXXX	ADS-179 Smart Car Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0078XXXX	ADS-181 Fiat USA Software (Cat C)	Virtual	ea	1	n/a	\$499	
TT0079XXXX	ADS-187 GM Proximity Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0080XXXX	ADS-189 Mitsubishi - Add Key Only Software (Cat B)	Virtual	ea	1	n/a	\$599	
TT0081XXXX	ADS-190 Ford Parameter Reset Software (Cat C)	Virtual	ea	1	n/a	\$499	
TT0082XXXX	ADS-193 Honda/Acura PROX 2013 Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0083XXXX	ADS-195 Dodge Dart PROX/FOBIK Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0084XXXX	ADS-196 Hyundai/Kia 2012 Software (Cat B)	Virtual	ea	1	n/a	\$599	
TT0085XXXX	ADS-197 Nissan 2013 Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0086XXXX	ADS-199 Toyota 2013 Software (Cat B)	Virtual	ea	1	n/a	\$599	
TT0087XXXX	ADS-207 Jaguar/Land Rover 2013 Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0088XXXX	ADS-209 2013 Ford USA Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0093XXXX	ADS-219 VAG 2013 Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0094XXXX	ADS-223 GM 2014 Software (Cat A+)	Virtual	ea	1	n/a	\$799	
TT0095XXXX	ADS-225 2014 Mazda Software (Cat A)	Virtual	ea	1	n/a	\$699	
TT0096XXXX	ADS-227 Toyota 2015 (Cat A)	Virtual	ea	1	n/a	\$699	
TT0100XXXX	ADS-228 Subaru 2015 (Cat C)	Virtual	ea	1	na	\$499	
TT0314XXXX	ADS-230 VAG Instrument Cluster Reset (Cat C)	Virtual	ea	1	na	\$499	
TT0330XXXX	ADS-231 FIAT 2015 (Cat C)	Virtual	ea	1	n/a	\$499	
TT0294XXXX	ADS-234 JEEP CHRYSLER FIAT 2016 (Cat A+)	Virtual	ea	1	n/a	\$799	
TT0295XXXX	ADS-255 SUBARU 2016 (Cat C)	Virtual	ea	1	n/a	\$499	
TT0333XXXX	ADS-257 FORD 2016 (Cat A)	Virtual	ea	1	n/a	\$699	
TT0331XXXX	ADS-258 FIAT 2016 (Cat A)	Virtual	ea	1	n/a	\$699	

Software - continued

Ico Item #	Item Description	Inventory Type Physical/ Virtual	U/M Sold	U/M Master Carton	Cubic Space (inches)	MSRP	
TT0334XXXX	ADS-233 SUZUKI 2016 (Cat C)	Virtual	ea	1	n/a	\$499	
TT0335XXXX	ADS-229 PSA PIN CODE READ (Cat B)	Virtual	ea	1	n/a	\$599	
TT0365XXXX	ADS-267 MAZDA 2017 (Cat B)	Virtual	ea	1	n/a	\$599	
TT0376XXXX	ADS-2261 VOLVO KEY PROGRAMMING SOFTWARE (Cat A) Smart Pro Only	Virtual	ea	1	n/a	\$699	
TT0402XXXX	ADS2266 CHRYSLER 2017 (Cat C)	Virtual	ea	1	n/a	\$499	
TT0403XXXX	ADS2272 CHRYSLER 2018 (Cat A)	Virtual	ea	1	n/a	\$699	
TT0404XXXX	ADS2263 BMW CAS2 & CAS3 (Cat A)	Virtual	ea	1	n/a	\$699	
TT0405XXXX	ADS2282 GM USA CODE SOFTWARE (CAT B)	Virtual	ea	1	n/a	\$599	
TT0406XXXX	ADS2286 SUBARU 2018 (Cat A)	Virtual	ea	1	n/a	\$699	
TT0409XXXX	ADS-2269 FORD 2019 (Cat A+)	Virtual	ea	1	n/a	\$799	
TT0426XXXX	ADS2279 GM 2018 (Cat A)	Virtual	ea	1	n/a	\$699	
TT0427XXXX	ADS2280 HYUNDAI/KIA 2018 (Cat A)	Virtual	ea	1	n/a	\$699	
TT0429XXXX	ADS2291 CHRYSLER 2019 (Cat A)	Virtual	ea	1	n/a	\$699	
TT0444XXXX	ADS2290 GM 2020 (Cat B)	Virtual	ea	1	n/a	\$599	
TT0445XXXX	ADS2296 TOYOTA 2019 (Cat C) #	Virtual	ea	1	n/a	\$499	
TT0446XXXX	ADS2297 NISSAN 2020 (Cat C) #	Virtual	ea	1	n/a	\$499	
TT0447XXXX	ADS2281 MITSUBISHI 2019 (Cat B) #	Virtual	ea	1	n/a	\$599	
TT0454XXXX	ADS2295 ALFA ROMEO-DODGE-FIAT-JEEP 2019 (Cat A) #	Virtual	ea	1	n/a	\$699	
TT0455XXXX	ADS2321 HYUNDAI/KIA 2020 (Cat A) #	Virtual	ea	1	n/a	\$699	
TT0460XXXX	ADS2322 MAZDA 2020 (Cat B) #	Virtual	ea	1	n/a	\$599	

Smart Pro Software Kits

Ico Item #	Item Description	Inventory Type Physical/ Virtual	U/M Sold	U/M Master Carton	Cubic Space (inches)	MSRP	
TT0448XXXX	ADB2200 CHRYSLER SOFTWARE KIT #	Virtual	ea	1	n/a	\$1,250	
TT0449XXXX	ADB2201 FORD SOFTWARE KIT #	Virtual	ea	1	n/a	\$1,250	
TT0450XXXX	ADB2203 GENERAL MOTORS SOFTWARE KIT #	Virtual	ea	1	n/a	\$1,250	
TT0451XXXX	ADB2204 NISSAN SOFTWARE KIT #	Virtual	ea	1	n/a	\$750	
TT0452XXXX	ADB2235 HONDA SOFTWARE KIT #	Virtual	ea	1	n/a	\$750	
TT0453XXXX	ADB2237 TOYOTA/SUBARU SOFTWARE KIT #	Virtual	ea	1	n/a	\$1,250	
Please include Excel Order Form with all Software Kit Orders							

T-Code Pro Software Packs

Ico Item #	Item Description	Inventory Type Physical/ Virtual	U/M Sold	U/M Master Carton	Cubic Space (inches)	MSRP	
TT0097XXXX	ADS216 TCode Apprentice Sftwre Pack	Virtual	ea	1	n/a	\$4,600	
TT0098XXXX	ADS217 TCode Journeyman Sftwre Pack	Virtual	ea	1	n/a	\$5,500	
TT0099XXXX	ADS218 TCode Master Sftwre Pack	Virtual	ea	1	n/a	\$6,695	
TT0173XXXX	ADS226 Tcode Patriot Sftwre Pack	Virtual	ea	1	n/a	\$8,084	

Tokens/UTP

Ilco Item #	Item Description	Inventory Type Physical/ Virtual	U/M Sold	U/M Master Carton	Cubic Space (inches)	MSRP
TT0147XXXX	MVP-TK10 10 Program Tokens	Virtual	ea	1	n/a	\$250
TT0148XXXX	MVP-TK25 25 Program Tokens	Virtual	ea	1	n/a	\$450
TT0149XXXX	MVP-TK250 250 Program Tokens	Virtual	ea	1	n/a	\$3,250
TT0150XXXX	MVP-TK50 50 Program Tokens	Virtual	ea	1	n/a	\$750
TT0169XXXX	UTPSUB1MO Unlimited Token Plan 1 Month	Virtual	ea	1	n/a	\$320
TT0170XXXX	UTPSUB1YR Unlimited Token Plan 1 Year	Virtual	ea	1	n/a	\$3,200
TT0360XXXX	UTP24HRSX5 UNLIMITED TOKEN PLAN - 24 HOURS (5 PACK)	Virtual	ea	1	n/a	\$225
TT0336XXXX	UTP EXPIRED ADMIN FEE	Virtual	ea	1	n/a	\$250



Standard Terms & Conditions of Sale

After Market Sales | Effective Oct. 20, 2017 | All Currency in U.S. Dollars

All Sales by Kaba Ilco Corp. (hereinafter "Kaba Ilco") are expressly conditioned on these Standard Terms & Conditions of Sale (the "Terms"). By accepting an offer contained in a Kaba Ilco quotation to which these Terms are attached, or by otherwise purchasing goods from Kaba Ilco, the customer (hereafter "Buyer") creates a legally binding agreement based upon the terms and conditions contained herein (the "Order"). Any terms or conditions included by Buyer in an acceptance of a Kaba Ilco offer and/or included with any purchase order for goods and/or services to be purchased by Buyer (the "Products") shall not apply and are hereby rejected in their entirety. Acceptance of and/or performance by Kaba Ilco of a purchase order from Buyer for purchase of the Products shall not constitute acceptance of Buyer's added terms and conditions, if any, unless Kaba Ilco's acceptance specifically states otherwise.

- PRICES.** Prices are subject to change without notice and are not guaranteed. All orders will be invoiced at net prices in effect on date of shipment.
- TAXES.** Prices do not include any federal, state, municipal, or other governmental taxes, duties, levies, or other charges, including any sales, documentary, use, excise, purchase, turnover and/or import taxes, consular fees, and customs duties. The amount of any such taxes and fees will be added to the purchase price paid by Buyer.
- TERMS.** Standard payment terms are net 30 days. Kaba Ilco reserves the right to add a 1½% per month carrying charge on all invoices 30 days past due. For example: an invoice dated April 15th will be considered past due on May 16th and the carrying charge will be added to the May 30th statement.
- ORDER ACCEPTANCE.** Kaba Ilco reserves the right to refuse any orders which may be received, and will not be bound to fill any order until it has been accepted. If the order is declined, notification will be provided within 14 working days of receipt of the order. Kaba Ilco makes an effort to identify and correct invalid product numbers. However, orders must contain valid, complete Kaba Ilco product number to avoid delays and assure that the item(s) will be shipped correctly.
- CREDIT.** Kaba Ilco retains a purchase money security interest in all goods and materials which have been or are hereafter acquired by Buyer with credit granted by Kaba Ilco ("Collateral"). Upon any default by Buyer, Kaba Ilco shall have the rights of a secured party under the Uniform Commercial Code as adopted by the State of North Carolina, as amended. Kaba Ilco may require Buyer to assemble the Collateral at a place designated by Kaba Ilco. Buyer shall reimburse Kaba Ilco for all costs (including reasonable attorney's fees) incurred in collecting any amounts due to Kaba Ilco or executing its interest hereunder. In addition to any other right or remedy hereunder, Kaba Ilco shall have at all times the right to offset any obligation of Buyer to Kaba Ilco against any obligation of Kaba Ilco to Buyer. If in Kaba Ilco's sole judgement any doubt arises at any time as to the ability of the Buyer to pay for the products, or if the Buyer at any time is past due in payment of any amount owing to Kaba Ilco, Kaba Ilco may (without liability and without prejudice to any other remedies, and regardless of any schedule of shipment or payment to the contrary), delay production, postpone any shipment or stop any product in transit until Kaba Ilco shall have received payment in full of all amounts, whether or not then due, owing to it by the Buyer. In case of any such postponement, the price of the products affected shall be the price in effect on the date of final shipment. When released, orders are subject to standard lead times which will be calculated from the release date.
- MINIMUM ORDERS.** Orders with a value of \$100.00 or less may be accepted for processing or not at Kaba Ilco's option.
- ORDER MODIFICATIONS.** Kaba Ilco will accept changes to purchase orders until they have been entered into our order processing system. Once an order has been entered, changes are permissible only with approval.
- DELIVERY; FAILURE TO ACCEPT DELIVERY.** Shipping schedule estimates are based on our best judgment and are not guaranteed, nor can these estimates be considered legally binding. Kaba Ilco will notify Buyer if for any reason it is unable to deliver the Products as scheduled, and Kaba Ilco cannot be held liable for any damages of any nature resulting from these delays. If Buyer fails to accept delivery at the scheduled time, the purchase price shall become due and payable in accordance with the payment terms set forth herein, and all risks associated with the Products or parts of the Products to be delivered, shall be borne by the Buyer. Buyer shall be responsible for all storage and handling costs incurred and to be incurred as a result thereof.
- FREIGHT ALLOWANCE.** All shipments are F.O.B. Rocky Mount, NC, USA. The risk of loss related to the Products shall transfer to Buyer when the Products are accepted by the carrier. Any

cartage, inside delivery or handling charges between freight destination and customer warehouse are to be paid by the customer. Freight will be prepaid on orders for \$1500 or more net to one destination within the 48 contiguous states and Canada by the routing of our choice. If customer specifies other routing, the difference will be invoiced. Priority shipments are not prepaid and may be subject to special handling charges. Should Buyer request a shipping method or carrier different than Kaba Ilco's standard, then the full amount of the shipping cost will be invoiced to the Buyer.

- TITLE.** Ownership of the Products shall remain with Kaba Ilco until full payment of the sale price has been received. Until complete payment has been received, Buyer undertakes to warrant and keep the goods free and clear of all liens, other charges or encumbrances.
- DROP SHIP POLICY FOR KEY CUTTING MACHINES.** This policy applies to both mechanical and electronic key cutting machine models:
 - Kaba Ilco Corp., if requested, will drop ship key cutting machines. Provided the value of the machine(s) meets the minimum prepaid shipping policy of \$1,500 there will be NO freight charges added. If the value of the machine(s) is less than \$1,500 the freight charges will be added to the invoice.
 - Drop shipped machines will be priced at WDN with no additional special pricing or discounts.
 - This policy applies to key cutting machines ONLY. Other Ilco, Silca, or Advanced Diagnostics branded products cannot be included.
 - Due to documentation requirements that include invoice pricing to cross the US Border, no machines or products will be drop shipped outside the United States.
- CLAIMS.** All claims for shipping and invoicing differences must be submitted within 10 working days after receipt of shipment. Upon request, Kaba Ilco will provide the customer with information necessary to secure Proof of Delivery from carrier.
- RETURNS.** All requests to return goods must be approved in advance by Kaba Ilco and must be made within six months from date of invoice. No merchandise is to be returned without a Return Goods Authorization number from Kaba Ilco. A Return Goods Number will be assigned and a label will be sent from the factory for the returnable merchandise only. This number must be marked clearly on the outside of the carton(s) to assure proper handling. Return Goods Numbers are valid for only 60 days from day of issue. All components must be included in one package even if broken or defective. All returns are to be shipped prepaid and are subject to a handling charge. Product(s) made to order are not returnable. The issuance of a Return Goods Number does not imply that credit will be issued. All credits issued will be based on our acceptance after inspection of the returned item(s).
- MINIMUM ANNUAL SALES VOLUME.** Kaba Ilco reserves the right to discontinue direct sales to any customer who does not meet the minimum annual sales volumes. The minimum annual sales volumes are set at the time an account is opened with Kaba Ilco and are based on markets served and other relevant factors.
- PROMOTION OF PRODUCTS.** Buyer shall sell and promote the Products in a manner which will enhance the image and good will of Kaba Ilco. The use of Kaba Ilco's trademarks and name is strictly prohibited without prior written consent of Kaba Ilco.
- SOFTWARE AND PRODUCT DOCUMENTATION.** Certain of Kaba Ilco's products may have software and/or firmware either included with or embedded in the products (the "Software") and may include product documentation. This Software and Product Documentation section applies to those Products that include either Software or product documentation.
 - LICENSE:** Subject to Buyer's timely payment in full of all amounts owed to Kaba Ilco pursuant to the Order, as of the date of receipt of the applicable Products, Kaba Ilco grants to Buyer

a non-exclusive, non-transferable, revocable (as permitted herein) license to use the Software solely in connection with the Products, and to use the product documentation in connection with the operation of the Products; in each case, solely in the course of Buyer's normal business operations. Kaba Ilco shall retain all title, right and interest, including all intellectual property rights, in and to all of the Software and product documentation except for the express license rights granted to Buyer in these Terms. Subject to Buyer's timely payment in full of all amounts owed to Kaba Ilco pursuant to the Order and compliance with the terms of this Section, Buyer shall have the right to use the Software in perpetuity so long as the Software is used only in connection with the Products. In no event may Buyer use the Software to establish a duplicate system at any other location. Notwithstanding any other provision of these Terms, except as necessary to fulfill Kaba Ilco's warranty obligations under these Terms, Buyer is not entitled to receive any update, upgrade or other release of the Software other than the Software embedded in or included with the product when shipped. Any update, upgrade or other release of the Software not included at the time of shipping of a product may be subject to additional charges.

b) **RESTRICTIONS:** Buyer shall not, and shall not permit any third party to: (i) copy, modify, or create derivative works or improvements of the Software or product documentation; (ii) remove, disable, or otherwise create or implement any workaround to, any security features contained in the Software; (iii) remove, delete or alter any trademarks, copyright notices, or other intellectual property rights notices of Kaba Ilco or its licensors, if any, from the Software or product documentation; (iv) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make the Software or product documentation available to any person or entity; or (v) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part.

c) **LICENSE TERMINATION:** Kaba Ilco has the right to terminate any or all of the rights granted to Buyer pursuant to this Section, upon notice to Buyer, if Buyer breaches any of the terms of this Section.

17) WARRANTY.

a) Kaba Ilco's standard Limited Warranty for the Products that is in effect as of the date of the order shall apply to Buyer's purchase of the Products. A copy of the applicable Limited Warranty is available upon request and is available for download on Kaba Ilco's website at the following address:

<http://www.ilco.us/literature-support/1448648/kaba-ilco-corp-product-warranties.html>

b) **DISCLAIMER OF WARRANTIES:** EXCEPT AS EXPRESSLY SET FORTH HEREIN AND IN KABA ILCO'S STANDARD LIMITED WARRANTY FOR THE PRODUCTS, KABA ILCO MAKES NO WARRANTIES OF ANY KIND OR NATURE FOR ANY PRODUCTS, SOFTWARE, OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF QUALITY, CONDITION, DESCRIPTION, COMPLIANCE WITH SAMPLE, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USE, OR TRADE, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

18) **LIMITATION OF LIABILITY.** The total liability of Kaba Ilco for all claims of any kind whether in contract, tort or otherwise, arising out of, connected with, or resulting from Kaba Ilco's performance or breach of these Terms, or Products or services furnished hereunder, shall in no event exceed the total purchase price for the Products or services in the Order giving rise to the claim. Kaba Ilco shall not under any circumstances be held liable for loss of profits or revenues, loss of use of product or any other product software, system, or facility, loss of data or information, lack of or loss of productivity, interest charges or cost of capital, cost of substitute product, software, systems or services, cost of purchases or replacement power, downtime costs, special damages, incidental damages, liquidated damages, special damages, or consequential damages.

19) **ASSIGNMENT.** Buyer may not assign any rights or obligations under the Order without prior written consent of Kaba Ilco. Kaba Ilco may assign or transfer all of its rights and obligations under the Order without Buyer's consent to any successor or entity pursuant to a merger, spin-off, conversion, or other corporate reorganization or restructuring, a change of control, or the sale of all or substantially all of its assets, so long as the assignee assumes all obligations of Kaba Ilco under the Order. For all permitted assignments, these Terms shall bind and inure to the benefit of the parties and their successors and assigns. This section will survive the expiration or termination of the Order.

20) **TERMINATION.** If Buyer does not fulfill its obligations or is in default or breach of these Terms, Kaba Ilco may then terminate the Order by notice in writing. Kaba Ilco has the right to claim compensation for any loss it incurs as a result of Buyer's default, in addition to any other rights or recourse available to Kaba Ilco at law or in equity.

21) **MODIFICATIONS, AMENDMENTS, AND WAIVERS.** These Terms may not be modified or amended, including by custom, usage of trade, or course of dealing, except by an instrument in writing signed by duly authorized representatives of both Buyer and Kaba Ilco. Performance of any obligation required of a party under these Terms may be waived only by a written waiver signed by a duly authorized representative of the other party, which waiver shall be effective only with respect to the specific obligation described therein. The waiver by either party of a breach of any obligation of the other shall not operate or be construed as a waiver of any subsequent breach of

the same provision or any other provision of these Terms.

22) **FORCE MAJEURE.** Should a delay in performance (including production and/or delivery) be caused by a Force Majeure event, the time of performance shall be extended by a reasonable amount of time with regard to all applicable circumstances. Upon mutual agreement, the parties shall set a new date for performance. Except as to payments due hereunder, neither party shall be liable for failure to perform hereunder for the duration of and to the extent such failure is occasioned by a Force Majeure event which is defined as follows: war, riots, insurrections, fire, flood, extreme weather, explosions, strikes and other labor or industrial disturbances, accidents, Government, State, Provincial or Municipal regulations and/or ordinances, an act of God, embargos, blockades, delay in obtaining materials, legal restrictions, currency regulations, or any cause or condition beyond the reasonable control of the parties. Where such conditions continue for more than three (3) months, either party shall be free to terminate the Order. In the case of termination, Kaba Ilco shall be paid the value proportionate to the Order price for any finished Products and work-in-progress, if any, along with additional costs incurred as of the date of termination.

23) **APPLICABLE LAW.** These Terms and all Orders shall be governed by and construed in accordance with the laws of the State of North Carolina, USA, without regard to the conflict of law provisions thereof. For the purposes of all legal proceedings, the state and federal courts of Rocky Mount, North Carolina, USA, shall have the exclusive jurisdiction to entertain any action arising under these Terms and all Orders. Each party hereto hereby irrevocably attorns to the jurisdiction of the courts of Rocky Mount, North Carolina, USA.

24) **WAIVER OF JURY TRIAL.**

a) WAIVER OF JURY TRIAL: EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS OR THE TRANSACTION OR TRANSACTIONS RELATING TO ITS SUBJECT MATTER, INCLUDING ANY AND ALL ORDERS.

25) **SEVERABILITY.** Any term, condition or provision of these Terms, or any part thereof, which is or may be found to be prohibited or unenforceable in any jurisdiction shall, as regards such jurisdiction and to the extent of such prohibition or unenforceability, be deemed to be severed from these Terms, and the remaining terms, conditions and provisions of these Terms shall remain in full force and effect.

26) **ENTIRE AGREEMENT.** These Terms and any related quotations constitute the entire understanding and contract between the parties and supersede any and all prior and contemporaneous, oral or written representations, communications, understandings, and agreements between the parties with respect to the subject matter hereof. The parties acknowledge and agree that neither of the parties is entering into the Order on the basis of any representations or promises not expressly contained in these Terms and any related quotation(s).

27) **EXPORT LAW ASSURANCES.** The parties acknowledge that neither the Products or any included Software will be exported except as authorized by law in the relevant jurisdictions.

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