

WARRANTY

Subject to the terms and conditions as stated herein, AirWeigh warrants its equipment to be free from defects in material and workmanship.

- Weighbridge warranty for a period of 10 years from the date of shipment.
- Electronics (load cells, indicator, and platform) warranty for a period of 2 years from the date of shipment, including lightening protection.
- Labor warranty for a period of one (1) months from the date of shipment.

TERMS AND CONDITIONS OF WARRANTY

This obligation is limited exclusively to defective original equipment manufactured or supplied by AirWeigh, and is subject to the inspection and analysis by AirWeigh as to conclusively identify or confirm the nature and cause of failure.

The responsibility of AirWeigh is confined to repair, replacement, or credit (at its option) the equipment or parts and does not extend coverage to labor, material, or service charges involved in the removal or installation of this equipment.

During the product warranty period, defective components, mechanical or electrical, will be repaired or replaced provided the equipment is shipped, freight prepaid, to AirWeigh once a return authorization is obtained.

AirWeigh is not liable for losses, injury, or damage caused to persons or property by reason of the installation, removal, mechanical, or electronic failure of AirWeigh products.

This warranty is not applicable for expenses either direct or consequential that may arise from the use or inability to use these products. AirWeigh reserves the right to incorporate improvements in material and design of its products without notice and is not obligated to incorporate these same improvements in equipment previously manufactured or supplied. AirWeigh shall not be obligated under any warranty different from its warranty as set forth herein.

This warranty is exclusive and in lieu of all other warranties of quality whether expressed or implied, including any warranty of merchantability or fitness for purpose. Further, warranty shall not transfer to a secondary owner without prior written consent by AirWeigh.

The remedy(ies) provided herein shall be the buyer's sole remedy(ies) for any failure of AirWeigh to comply with the warranty provisions, whether claims by buyer are based in contract or in the tort (Including negligence or otherwise).

CONDITIONS WHICH VOID WARRANTY

This warranty shall not apply to equipment which:

- Has had repairs or modifications not authorized by AirWeigh, which, in the judgment of AirWeigh has affected the performance or reliability.
- Has been subjected to misuse, negligent handling, improper installation, accident, fire, water, or act of God.
- Has had the serial numbers altered, defaced, or removed.
- Has not been properly maintained in accordance with recommended maintenance requirements as referenced in the AirWeigh owner's manual.

FREIGHT CARRIER DAMAGE

Claims for equipment damaged in transit must be referred to the freight carrier. Visible damage should be reported immediately; concealed damage as soon as possible, or in any case, within fifteen (15) days of receipt of shipment, in accordance with freight carrier regulations.

STANDARD TERMS AND CONDITIONS OF SALE

1. **CONDITIONS OF SALE:** All orders for AirWeigh's products and services shall be subject to the terms and conditions below. No modification of these terms and conditions, or any other conditions will be recognized by AirWeigh unless specifically agreed to in writing by an authorized representative of AirWeigh. Our failure to object to provisions contained in any order or other communication from the purchaser shall be construed as a waiver of these terms and conditions or any acceptance of such provision.
2. **PRICES:** Prices are subject to change without notice; except unshipped portions or orders placed (and released for immediate shipment) prior to the effective day of any increase will be protected for sixty (60) days from the date of that price increase.
3. **PAYMENT TERMS:** Payment terms are net 30 days once credit is established, unless otherwise specified. Custom and/or special orders shall require a non-refundable 25% down payment with order.
4. **ERRORS:** All clerical errors are subject to correction.
5. **TAXES:** Any tax or duty of any nature, which may be assessed against this order, shall be added to the price quoted or invoiced and shall be paid by the purchaser. In the event we are required to pay such a tax or duty, the purchaser shall reimburse us or provide at the time the order is submitted with exemption certificates or other documents acceptable to taxing or customer authorities.
6. **CHANGE ORDERS:** Changes from the original specifications on which an accepted order or proposal is based, will not be accepted unless requested in writing and subject to the following conditions: In the event such change increases the cost of any product, including actual component cost and expenses incurred in modifying a partially or completely manufactured products, then such additional expenses shall be added to the original accepted price.
7. **PENALTIES AND DELAYS:** No penalty of any kind shall be effective unless specifically approved in writing by an authorized representative of AirWeigh. We shall not be liable for any damage caused by delays beyond our control. This includes, with limitations, fire, strike, Acts of God, transportation failures, or inability to obtain labor, material, or manufacturing facilities. In the event of such delay, the date of delivery shall be extended equal to the time lost by reason of delay.
8. **CANCELLATION:** Orders for standard products may be canceled by the purchaser at any time, prior to shipment, only upon payment of reasonable charges based upon expenses already incurred and commitments made by AirWeigh. After shipment, a restocking fee equal to 25% of the total purchase price shall be charged. All freight charges shall be paid by purchaser. Orders for custom products built to special sizes or special orders may not be cancelled or returned based upon expenses already incurred and commitments made by AirWeigh.
9. **DELIVERY:** Delivery dates are approximate and based on prompt receipt of all necessary information from the purchaser. Delivery will be made and title will pass at destination and upon payment in full. Risks of loss or damage pass to the purchaser upon delivery at destination.
10. **DAMAGE OR LOSS IN SHIPMENT:** Great care is taken in the packing of our products. We shall not be responsible for damage or loss in transit. The freight carrier and AirWeigh must be notified immediately upon receipt of visibly damaged items. Claims for shortages or incorrect equipment must be made in writing within 24 hours after receipt of shipment by purchaser. Failure to provide such written notice shall be an unqualified acceptance of the equipment and a waiver by the purchaser of any such claims.
11. **RETURNING PRODUCTS:** To return our products, obtain shipping instructions and RMA number. Returned products which we elect to accept for credits are subject to a maximum handling charge of twenty-five (25%) of the net sales price plus all transportation charges paid by purchaser. All such products shall be properly packed to reach us without damage. Any costs incurred by us to put returned products in first class condition shall be charged to the purchaser.
12. **GUARANTEE OF NON-INFRINGEMENT:** We warrant and guarantee that the purchase or use of our products will not infringe on any patent issued by the United States of America.
13. **SPECIFICATIONS:** Specifications are subject to change without notice.
14. **PAST DUE ACCOUNTS/INTEREST PENALTIES:** In the event litigation becomes necessary to collect any balance(s) due, purchaser agrees to pay AirWeigh' reasonable attorney's fees, interest from the payment due date, and any other costs of collection. A delinquent charge of 1.5% per month shall be added to any outstanding balance of any account 30 days delinquent.
15. **TITLE:** Title to property shall not pass to purchaser until AirWeigh is paid in full.
16. **INDEMNITY:** Company agrees to indemnify Buyer and hold it harmless from and against any direct loss suffered and any direct liability to third parties whenever such loss or liability is directly due to bodily injury (including death) to any third party or direct damage to any third party property occurring in the course of, and caused exclusively by, any negligent act or omission by Company on the premises of Buyer that occurs in the performance of the work contemplated herein. This indemnity shall include reasonable legal fees and settlements of claim or suit. Buyer shall provide prompt written notice to Company of any actual or anticipated claims against it that might trigger the foregoing indemnity; failure to do so waives Buyer's right to indemnification hereunder. Following such written notice, Company shall have the sole and exclusive right to manage the defense of any indemnified claims and shall be authorized to settle or compromise such claims at its sole and exclusive discretion. Buyer shall cooperate in the defense of all indemnified claims as deemed necessary by Company.
17. **DISCLAIMER OF DAMAGES- IN NO EVENT WILL COMPANY BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.** Such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down time costs, increased construction costs or claims of Buyer's customers or contractors for such damages. Buyer will not transfer, assign or lease the equipment sold hereunder to any third party without first securing from such party the protection afforded to Company herein.
18. **LIMITATION OF LIABILITY-** Company will not be liable for any loss, claim, expense or damage caused by, contributed to or arising out of the acts or omissions of Buyer or third parties, whether negligent or otherwise. In no event will Company's aggregate liability for any and all types of damages or losses related to these terms and conditions or the products or services sold or delivered pursuant hereto exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity, or tort (including negligence). Any suit arising hereunder must be commenced within one year from the date on which the cause of action accrues.
19. **CHANGES:** AirWeigh reserves the right to make changes without notice.