



# Scales & Systems Terms & Conditions

1. **CONTRACT**

Unless otherwise stated, all sales transactions of Antibus Scales & Systems, Inc. (hereafter referred to as the Company) are expressly subject to these terms and conditions. Modifications or additions will be recognized only if accepted in writing by a principal officer of Company or his designated representative. Provisions of Buyer's Purchase Order or other documents that add to or differ from these Terms and Conditions of Sale are EXPRESSLY rejected. No waiver of these Terms and Conditions or acceptance of others shall be construed from failure of Company to raise objections. Company has period of five working days from receipt of order to formally accept order, or call customer's attention to exception.
2. **QUOTATIONS AND PUBLISHED PRICES**

Quotations automatically expire thirty (30) calendar days from the date issued unless otherwise stated in the quotation and are subject to withdrawal by notice within that period. Company reserves the right to unilaterally extend such quotation up to six months from the date of issuance. Prices shown on the published price lists and other published literature issued by the Company are not unconditional offers to sell, and are subject to change without notice. The Company's prices for equipment, unless otherwise specified, do not include an allowance for installation and/or final on-site adjustment. Prices shall be subject to adjustment to those in effect at time of shipment.
3. **TAXES**

Unless expressly otherwise stated the Company's prices do not include any applicable sales, use, excise or similar taxes; and any such taxes which the Company may now or hereafter be required to pay or collect shall be billable to the Buyer as a separate item unless the Buyer has furnished the Company with a tax exemption certificate acceptable to the taxing authorities.
4. **PAYMENT**

Unless otherwise expressly stated in the Company's acceptance, payment terms are net cash, 30 days from date of invoice. Amounts past due are subject to a service charge of 1½% per month or fraction thereof. The Company reserves the right to restrict the terms of payment or to require payment prior to time of shipment if, in the Company's opinion, circumstances do not warrant shipment under the terms originally specified in the contract documents. In the event a project is delayed, the Company reserves the right to invoice (partially or in whole) and, in turn, expect payment according to standard terms, for equipment ordered or software produced.
5. **CANCELLATION**

Equipment/software or work which remains to be furnished under the contract may be cancelled by the Buyer only with the expressed written consent of the Company. In the event of such cancellation, the Company shall be entitled to payment for the cost and expenses incurred by it in connection with the equipment or work so cancelled, plus an amount determined by applying the Company's usual rate of profit for similar items to such costs and expenses or 15% of the contract price whichever is greater.
6. **DISCLAIMER OF DAMAGES**

In no event shall Company be liable for any type of special, consequential, incidental or penal damages whether such damages arise out of or are a result of breach of contract, warranty, tort (including negligence), strict liability or otherwise.
7. **DELIVERY**

Delivery dates indicated in the contract documents are approximate and are based on prompt receipt of all necessary information regarding the equipment covered by the contract. The Company will use reasonable efforts to meet the indicated delivery dates, but cannot be held responsible for its failure to do so. In the event of any delay in delivery caused by the Buyer, the Company will store and handle all items ordered at the Buyer's risk and will invoice the Buyer for the unpaid portion of the contract price, plus storage, insurance and handling charges, on or after the date on which the equipment is ready for delivery, payable in full within 30 days from invoice date. Title to the equipment and risk of loss shall pass to Buyer upon delivery to a carrier.
8. **PERMITS**

The Buyer shall at its own expense apply for and obtain any permits and inspections required for the installation and/or use of the equipment furnished under the contract.
9. **INSURANCE**

Company carries Liability and Worker's Compensation coverage as detailed in the current Certificate of Insurance. Regardless of customers stated Terms and Conditions, Company does not agree to any terms that cause liability beyond current insurance limits and/or indemnification that is not limited to acts of negligence.
10. **CONTRAVENING LAW**

Should any term or provision contained in the contract contravene or be invalid under applicable law, the contract shall not fail by reason thereof but shall be construed in the same manner as if such term or provision had not appeared therein.