

Terms



The terms "Buyer," "Authorized Reseller," and "Customer" as used herein, shall mean the party placing the purchase order with Walz Scale. No contractual relationship between Walz Scale and said party shall arise until such time as a purchase order has been accepted by Walz Scale and such acceptance has been indicated on a written acknowledgment. Tenders which do not stipulate an acceptance period shall not be binding. Orders shall be subject to Walz Scale's standard terms and conditions as printed below, subject to correction for clerical errors.

These Sales Terms and Conditions shall be binding if declared applicable in the tender or in the order acknowledgement. Any conditions stipulated by the Buyer which are in contradiction to these Sales Terms and Conditions shall only be valid if expressly acknowledged by Walz Scale in writing.

1. Prices

(a) Walz Scale prices are net 30 days. Orders are subject to approval of our credit department with rights reserved to change or withdraw credit terms without notice and to terminate any orders when invoices for work done thereon have gone unpaid for sixty days.

(b) Prices do not include taxes, duties or import fees of any kind by federal, state, municipality or other governmental authority, which Walz Scale may be required to collect or pay with respect to the sale or shipment of goods sold hereunder. Regardless of when any such taxes are determined or become payable, all taxes would be the responsibility of the Customer and would be in addition to the prices quoted hereon.

(c) All prices are quoted in US\$ Dollars FOB Origin of Manufacturing.

(d) This quotation is made upon the basis of the cost of materials and labor as of the date of this quotation. A change in such costs shall give us the right to alter our prices to reflect such changes in cost.

2. Payment

- (a) Payment of 50% on order and remainder due prior to shipment for all orders.
- (b) All payment to be in US\$
- (c) Adjustments to payment terms must be provided by Walz Scale in writing.
- (d) Late payments are subject to a 10% late fee, 1% interest, collection costs and legal fees

3. Freight

- (a) All items are quoted FOB freight unless otherwise stated by Walz Scale in writing

- (b) Customer is responsible for any lifting equipment required onsite for the unloading of truck loads.

4. Software

Unless specifically otherwise stated, any and all software associated or part of any product sold, loaned on trial or demonstration to Customer is to be considered proprietary to Walz Scale. Customer agrees not to duplicate for distribution or to sell or distribute in any way without the prior written consent of Walz.

5. Changes And Cancellation: Rejection, Claims

(a) Orders placed with us are not subject to cancellation, change or reduction in amount, or suspension of deliveries except with our consent and upon terms that indemnify us against loss. Unless confirmed in writing, all verbal agreements are void.

(b) Walz Scale will not be responsible for changes in design, deliveries or other instructions, unless they are furnished in writing. Customer agrees to pay for all tooling charges caused by changes in design or specifications.

(c) Samples submitted shall be deemed approved unless written rejection is received within two weeks of submission.

(d) Manufactured parts will be shipped and billed as they are produced.

(e) Claims for shortage or rejections for defects must be made within fourteen days of receipt of goods. Credit will be rendered on such defective parts after we have had an opportunity to inspect them, provided they are returned to our factory, transportation charges prepaid, within seven days of approved return, and provided they have not been altered or defaced in any way.

Terms



6. Payment and Liens

(a) All invoices shall be due and payable when submitted for payment in accordance with the revisions of Walz Scale terms. No withholding of funds, back charges or credits against amounts otherwise due Walz Scale will be permitted unless specifically agreed to in writing by us. Settlement of any amounts due Customer will be negotiated as separate items and not as offsets against amounts otherwise due Walz Scale from Customer for products sold hereunder.

(b) Any unpaid account for work done shall constitute a lien on any jigs, fixtures, manufactured parts, and raw materials in Walz Scale possession. In the event any account remains open and unpaid for ninety days, Walz Scale reserves the right to use the Customer's jigs and fixtures to make parts therefrom, and to sell or dispose of manufactured parts and raw materials.

(c) Customer shall not assign or transfer any rights or obligations arising from this proposal, or monies payable thereunder, without the prior written consent of Walz Scale, and any such assignment or transfer made without such written consent shall be deemed null and void.

— Examination of such equipment by Walz Scale confirms that the non-conformity actually exists, and was not caused by accident, misuse, neglect, alteration, improper installation, improper repair, or improper testing. Walz Scale shall be the sole judge of all alleged non-conformities.

— Walz Scale will have a reasonable time to repair or replace the defective equipment. Customer is responsible for shipping the product to Walz Scale. Walz Scale is responsible for shipping the product back to the Customer.

— In no event will Walz Scale be responsible for travel time or on-location repairs, including assembly or disassembly of equipment. Nor will Walz Scale be liable for the cost of any repairs made by others.

These warranties exclude all other warranties, expressed or implied, including without limitation warranties of merchantability or fitness for a particular purpose. Neither Walz Scale nor Authorized Reseller will, in any event, be liable for incidental or consequential damages at the point of use.

Warranties “Products”

Standard Product Limited Warranty

Walz Scale warrants that all equipment supplied and systems properly installed by an Authorized Installer will operate per written specifications as confirmed by the OEM and accepted by Walz Scale. All systems and components are warranted against defects in materials and workmanship for one (1) year from the date of shipment from Walz Scale, unless otherwise stated in the product catalog, manual or Quotation.

Longer Warranty Terms are available on certain equipment supplied by Walz Scale.

Walz Scale warrants that the equipment sold hereunder will conform to the current written specifications authorized by Walz Scale. Walz Scale warrants the equipment against faulty workmanship and defective materials. If any equipment fails to conform to these warranties, Walz Scale will, at its option, repair or replace such goods returned within the warranty period subject to the following conditions:

— Upon discovery by Customer of such non-conformity, Walz Scale will be given prompt written notice with a detailed explanation of the alleged deficiencies.

Terms

Terms “Return Policy”

1) Within 14 calendar days of delivery if the product and all accessories are still in new or like-new condition.

Original shipping and handling charges are not refundable. Returns must be preauthorized by us and are subject to a 30% re-stocking fee. These amounts will be deducted from the original amount billed and the remaining balance will be credited to the original credit card or a return check will be mailed out within 10 business of returned goods.

Incorrect Item: If you received an incorrect item no extra charges will be incurred. We will replace incorrect items and pay the additional shipping charge.

Customer Order Error: Incorrect customer orders can be exchanged for any other item without paying the 30% restocking charge. However, the customer will pay the additional shipping and handling charge. The replacement item must be at least 85% of the value of the original item.

Return Shipping Instructions: Return via prepaid Old Dominion, Con-Way, UPS or US mail. Insure shipment for full value of purchase. Use original packaging. We are not responsible for packages lost during return shipping. An authorized RMA form must be included with your return.

Return/Exchange Instructions: Enclose a copy of your packing list or E-mail Invoice along with the authorized RMA form must be included with your return along with detailed return/exchange instructions. Send exchanges and returns to Walz Scale 656 High Point Lane, East Peoria, Illinois, 61611

To request an RMA form please contact us at 309-694-3200 or email at walz@walzscale.com

A refund will not be provided in following cases

- 1). The refund was requested beyond 14 calendars days of delivery;
- 2). Product sent in for refund does not include all original accessories, attachments and packaging, any item is not in new or like-new condition, i.e. with cracks, dents or scratches.
- 3). Legal proof-of-purchase or receipts are not provided, or are reasonably believed to have been forged or tampered with.
- 4). Any product fault or damage has been caused by unauthorized use or modification of the product, including exposure to moisture, entry of foreign bodies (water, oil, sand, etc.), or improper installation or operation.

5). Product labels, serial numbers, waterproof marks, false proof marks etc. show signs of tampering or alteration.

6). Damage was caused to the product by external factors out of our control, including fire, flood, high winds and lightning strike.

7). Respective product has not been sent back to Walz Scale 7 calendar days after refund confirmation from Walz Scale.

Terms

Terms “Foundation Work”

Standard Foundation Terms

Walz Scale provides the following terms for standard foundation work.

- (a) Slab foundations include 1' thick slab with 2 approaches, 4000 psi concrete, #4 reinforcement rod, 1' on center and broom finish
- (b) All foundation prices assume virgin soil with no more than 1' grade change in length of scale and approaches
- (c) Backfill will be completed with existing excavated materials
- (d) Customer is responsible for gravel or fill if necessary to complete foundation
- (e) 20' of 1.5" conduit included in slab foundation pricing. Any additional conduit is the responsibility of the customer.
- (f) Soil bearing conditions are the responsibility of the customer and should be verified prior to any foundation installation. Walz Scale will not be held responsible for the condition of existing soil conditions.
- (g) Any obstructions underground, overhead, or otherwise impairing the work as described (e.g. Rock, water lines, gas lines, telephone cable ect.) must be removed at customers expense.
- (h) Any and all building permits required are the responsibility of the customer.
- (j) Excavated debris to left onsite
- (k) No consideration for Union labor is included in the proposal unless otherwise provided in writing.
- (l) Customer responsible for marking all underground obstructions