

# TERMS AND CONDITIONS

## 1. PRICES

(a) Our prices are net 30 days F.O.B. our plant. 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 of any kind by federal, state, municipality or other governmental authority, which RLWS 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 Buyer and would be in addition to the prices quoted hereon.

(c) 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. SHIPMENT, TITLE, RISK OF LOSS

(a) All shipments are F.O.B. point of shipment. Title and risk of loss or damage passes to Customer on delivery to carrier at Seller's facility, except that title and risk of loss or damage as to Customer's partially manufactured parts and raw materials delivered to Seller, and as to jigs, fixtures and tools specially ordered for Customer shall at all times remain with Customer.

(b) We do not carry fire insurance upon jigs, fixtures and tooling built by us for Customers or supplied to us by Customers, nor do we carry insurance upon raw materials supplied to us by Customers. Customers assume all risk of loss, damage or destruction of jigs, fixtures, tooling or raw materials belonging to Customer in our custody caused by fire, water, gas, acts of God, strikes, insurrection, riots or by acts of the civil or military authorities and whether or not such loss, damage or destruction was the result of our negligence or misconduct or that of our agents or employees. Customer agrees to indemnify and hold us harmless from all direct and consequential costs and damages resulting from such loss.

(c) Except as hereinabove stated, we agree to maintain all jigs, fixtures and tooling built by us in working condition for their normal life only, except that our liability in this respect shall not extend more than one year after the completion of the most recent production order.

## 3. QUANTITY, MATERIALS AND TOLERANCES

(a) Unless dimensions are limited by a specific tolerance, it is understood that the production variations as published by us will be acceptable.

(b) We will not be responsible for color, thickness variations, or flaws in sheets or parts from which fabrications are made, nor for other material variations beyond our control.

(c) We assume no responsibility for loss or damage occurring by reason of delay or inability to deliver caused by fires, strikes, accidents, embargoes, car shortages, delays of carriers, insurrection, riots, acts of the civil or military authorities, nor will we assume responsibility for any reason whatever for damages of any kind on account of failure to deliver at the time specified. Customer shall indemnify and hold us harmless from all direct and consequential costs and damages resulting from such loss or delay.

(d) Unless otherwise specified, delivery of ten percent (10%) more or less of completed parts than the quantity specified shall constitute fulfillment of this order and any excess not exceeding 10 percent shall be accepted and paid for by Customer.

(e) In the event any raw material specified for incorporation into the product covered by this proposal shall become unavailable, we shall notify Buyer and Buyer may direct us to substitute available material for that originally specified, it being understood and agreed that Buyer shall assume any and all consequences resulting from such substitution.

## 4. PATENTS

If this quotation covers parts made specifically for the Customer, Customer agrees to indemnify and hold us harmless against any loss resulting from infringement of patents or trademarks, or from claims of such infringements and shall pay all legal and defense costs incurred by Seller in the defense of such actions.

## 5. 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 Rice Lake Weighing Systems. Customer agrees not to duplicate for distribution or to sell or distribute in any way without the prior written consent of Rice Lake Weighing Systems.

## 6. 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) We 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 ten 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 thirty days, and provided they have not been altered or defaced in any way.

Unless an official order form is used, this proposal will be our contract when signed by both of us.

The foregoing terms are accepted and agreed to:

Firm name \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

## 7. TOOLING AND DESIGNING

(a) In consideration of the engineering service necessary in the designing of jigs, fixtures and tooling not being charged for, but being quoted on the basis of labor and material only, and not at their fair market value, such jigs, fixtures and tooling shall remain in our possession for at least one year. Thereafter the Customer desiring delivery of such jigs, fixtures and tooling shall pay an engineering charge of fifty percent (50%) of the original price of said jigs, fixtures and tooling and accept same as is.

(b) When requested, we will submit suggestions concerning design and construction of parts, but we will not accept responsibility of liability for the practicability of these suggestions if adopted by the Customer.

## 8. DELIVERY AND ADJUSTMENT TO PRICE

(a) If the Buyer requests that the goods be manufactured and shipped on a date (or dates) earlier than originally agreed to by us and Buyer, and we agree to the earlier date (or dates), any increase in the cost of performance incurred by us resulting from earlier manufacture and shipment will be included in an adjustment of the purchase price to be made by us and will be paid by the Buyer.

(b) Should shipments be held beyond scheduled date for convenience of the Buyer, goods will be billed and charges will be made for warehousing, trucking, and other expenses incident to such delay. Reasonable and sufficient care is taken by us in crating its goods. We cannot be held responsible for breakage after having received "in good order" receipts from the transportation carrier. All claim for loss and damage must be made by Buyer to the carrier, but we will assist insofar as practical in securing satisfactory adjustment of such claims.

## 9. PAYMENT AND LIENS

(a) All invoices shall be due and payable when submitted for payment in accordance with the revisions of our terms. No withholding of funds, backcharges or credits against amounts otherwise due us will be permitted unless specifically agreed to in writing by us. Settlement of any amounts due Buyer will be negotiated as separate items and not as offsets against amounts otherwise due us from Buyer 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 our possession. In the event any account remains open and unpaid for ninety days, we reserve 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) Buyer shall not assign or transfer any rights or obligations arising from this proposal, or monies payable thereunder, without the prior written consent of us, and any such assignment or transfer made without such written consent shall be deemed null and void.

## 10. ADDITIONAL PROVISIONS

(a) Errors—Stenographic and clerical errors are subject to correction.

(b) These terms and conditions constitute the entire contract between Buyer and us, transcending any oral arrangements or representations which may be inconsistent therewith.

(c) This quotation is made under and shall be governed by the laws of the State of Wisconsin.

## 11. WARRANTY AND LIMITATION OF LIABILITY

For products supplied without prior approval of a sample by Customer, Seller warrants components manufactured or supplied by it to be free from defects in material and workmanship when shipped from Seller's facility. If parts shall be proved to Seller's satisfaction to be defective, such parts shall, at Seller's sole option, be repaired or replaced. This warranty shall not apply:

(a) to components supplied by Customer;

(b) to goods or parts and components thereof which have been subjected to negligence, accident or damage by circumstances beyond the control of Seller and, in particular, to damage incurred as a result of the prolonged or improper storage by the Customer.

For products supplied after prior approval of a sample by Customer, Seller warrants that all parts supplied will be substantially identical to such sample. The warranty on sampled parts is subject to the same restrictions as that set forth above with respect to non-sample products.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER SHALL NOT BE SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES WHATSOEVER WITH RESPECT TO PARTS MANUFACTURED OR SUPPLIED BY SELLER OR SERVICES RENDERED BY IT.

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, SELLER SHALL NOT BE LIABLE FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, AND IN SUBSTITUTION FOR ALL REMEDIES WHICH BUYER MAY HAVE UNDER ANY APPLICABLE LAW. BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER FOR ANY BREACH OF WARRANTY OR ANY OTHER BREACH RELATING TO GOODS DELIVERED PURSUANT HERETO SHALL BE FOR REPAIR OR REPLACEMENT (AT SELLER'S OPTION) OF THE GOODS OR PARTS EFFECTED BY SUCH BREACH.

**RLWS**  
**RICE LAKE**<sup>TM</sup>

By \_\_\_\_\_

\_\_\_\_\_