

Terms and Conditions

The terms “buyer,” “authorized reseller,” and “customer” as used herein, shall mean the party placing the purchase order with Rice Lake Weighing Systems. No contractual relationship between Rice Lake Weighing Systems and said party shall arise until such time as a purchase order has been accepted by Rice Lake Weighing Systems and such acceptance has been indicated on a written acknowledgment. Orders shall be subject to Rice Lake Weighing Systems’ standard terms and conditions as printed below, subject to correction for clerical errors.

Any conditions stipulated by the buyer which are in contradiction to these sales terms and conditions shall only be valid if expressly acknowledged by Rice Lake Weighing Systems in writing.

1. Prices

(a) Rice Lake Weighing Systems (Rice Lake) prices are net 30 days Ex Works Rice Lake plants. 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 60 days.

(b) Prices do not include taxes of any kind by federal, state, municipality or other governmental authority, which Rice Lake 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) 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 Rice Lake the right to alter prices to reflect such changes in cost.

(d) Requests for additional documentation, drawings, audits of factories or inspection of equipment in-process, additional testing, additional inspections and record retention will be quoted as a separate item even if we have already issued quotations for products and services.

2. Shipment, Title, Risk of Loss

(a) All shipments are Ex Works point of shipment. Title and risk of loss or damage passes to the customer upon presentation of the goods to the customer’s carrier at Rice Lake’s facility.

3. Quantity, Materials and Tolerances

(a) Rice Lake assumes 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. The customer shall indemnify and hold Rice Lake harmless from all direct and consequential costs and damages resulting from such loss or delay.

4. Weight Calibration Services

The uncertainty of measurement is included in the decision rule in determining pass/fail criteria of the Maximum Permissible Error (MPE).

5. Patents

If this quotation covers parts made specifically for the customer, the customer agrees to indemnify and hold Rice Lake 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 Rice Lake in the defense of such actions.

6. Software

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

7. Changes and Cancellation: Rejection, Claims

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

(b) Rice Lake will not be responsible for changes in design, deliveries or other instructions, unless they are furnished in writing. The 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 10 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 30 days, and provided they have not been altered or defaced in any way.

8. 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 50 percent 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.

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9. Delivery and Adjustment to Price

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

(b) Should shipments be held beyond scheduled date for convenience of the customer, 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 Rice Lake in crating its goods. Rice Lake 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 the customer to the carrier, but we will assist insofar as practical in securing satisfactory adjustment of such claims.

10. Payment and Liens

(a) All invoices shall be due and payable when submitted for payment in accordance with the revisions of Rice Lake terms. No withholding of funds, back charges or credits against amounts otherwise due to Rice Lake will be permitted unless specifically agreed to in writing by Rice Lake. Settlement of any amounts due to the customer will be negotiated as separate items and not as offsets against amounts otherwise due to Rice Lake from the 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 Rice Lake possession. In the event any account remains open and unpaid for 90 days, Rice Lake 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) The customer shall not assign or transfer any rights or obligations arising from this proposal, or monies payable thereunder, without the prior written consent of Rice Lake, and any such assignment or transfer made without such written consent shall be deemed null and void.

11. Additional Provisions

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

(b) These terms and conditions constitute the entire contract between the customer and Rice Lake, 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.

12. Resale of Rice Lake Weighing Systems Products

In order to ensure compliance with the U.S. Export Administration Regulations we ask you to comply with the following:

(a) The customer shall not export or re-export Rice Lake Weighing Systems products, either directly or indirectly, in contravention of any applicable law, statute or regulation and will first obtain any required licenses or authorizations from the relevant government authority when necessary as prescribed by law.

(b) The customer confirms that it is familiar with and complies with the relevant national and international export control regulations and embargo regulations. The customer furthermore confirms that it is in particular familiar with and complies with the U.S. Department of Commerce, Export Administration Regulations; U.S. Department of Treasury, OFAC Sanctions; the U.S. Department of Defense, ITAR requirements and the U.S. Department of State regulations.

(c) If deemed necessary, Rice Lake Weighing Systems, in individual cases may make further requests from the customer for information required for export compliance.

(d) Should it be necessary for the customer to obtain an export license from the appropriate authorities pursuant to the aforementioned regulations, the customer shall apply for such a license autonomously and at their own expense.

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. Rice Lake shall not be subject to any other obligations or liabilities whatsoever with respect to parts manufactured or supplied by Rice Lake or services rendered by it.

Anything herein to the contrary notwithstanding, Rice Lake shall not be liable for incidental and consequential damages, and in substitution for all remedies which the customer may have under any applicable law. The customer's sole and exclusive remedy against Rice Lake for any breach of warranty or any other breach relating to goods delivered pursuant hereto shall be for repair or replacement (at Rice Lake's option) of the goods or parts effected by such breach.

Warranties

Standard Product Limited Warranty

Rice Lake Weighing Systems (Rice Lake) warrants that all Rice Lake brand equipment and systems properly installed by an Authorized Reseller or original equipment manufacturer (OEM) will operate per written specifications as confirmed by the authorized reseller/OEM and accepted by Rice Lake. All systems and components are warranted against defects in materials and workmanship for one (1) year from the date of shipment from Rice Lake, unless otherwise stated in the product catalog or manual. Rice Lake warrants that the equipment sold here under will conform to the current written specifications authorized by Rice Lake. Rice Lake warrants the equipment against faulty workmanship and defective materials. If any equipment fails to conform to these warranties, **Rice Lake will, at its option, repair or replace such goods returned within the warranty period subject to the following conditions:**

Warranty and Limitation of Liability

Upon discovery by the Customer of such nonconformity, Rice Lake will be given prompt written notice with a detailed explanation of the alleged deficiencies.

Individual electronic components returned to Rice Lake for warranty purposes must be packaged to prevent electrostatic discharge (ESD) damage in shipment. Packaging requirements are listed in the publication, "Protecting Your Components From Static Damage in Shipment," available from the Rice Lake Equipment Return Department.

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

Such equipment has not been modified, altered, or changed by any person other than Rice Lake or its duly authorized repair agents.

Cutting the load cell cable will void the warranty.

Rice Lake will have a reasonable time to repair or replace the defective equipment. The Customer is responsible for shipping the product to Rice Lake. Rice Lake is responsible for shipping the product back to the Customer.

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

On all intrinsically safe equipment, any field repair or modifications voids any and all warranties expressed or implied and void F.M. approval.

Any loose hardware, screws, washers or non-ESD bags of hardware stored inside indicator will void warranty. This could cause harm to repair technician or damage CPU board.

If just the board is sent in for repair, the serial number of the product the board is from should accompany the board.

These warranties exclude all other warranties, expressed or implied, including without limitation warranties of merchantability or fitness for a particular purpose. Neither Rice Lake nor the authorized reseller will, in any event, be liable for incidental or consequential damages at the point of use. Rice Lake and the Customer agree that Rice Lake's sole and exclusive liability here under is limited to repair or replacement of such goods. In accepting this warranty, the Customer waives any and all other claims to warranty.

Should the seller be other than Rice Lake, the Customer agrees to look only to the seller for warranty claims. No terms, conditions, understanding, or agreements purporting to modify the terms of this warranty shall have any legal effect unless made in writing and signed by a corporate officer of Rice Lake and the Customer.

Carrier Product Damage

As part of our commitment to customer satisfaction and in accordance with ISO 9001 standards, we make every attempt to pack our products so they will arrive in new condition.

Occasionally due to rough handling or carelessness of carrier, product may arrive in a damaged condition. When this happens, don't assume that the shipment left Rice Lake in that condition or that the original packing was not sufficient.

The receiver, whether it is the authorized reseller or their Customer, is responsible for making a notation of damaged or missing items when signing the carrier's delivery receipt. If you or your Customer are not sure whether there is damage, we suggest adding a statement "CONDITION UNKNOWN" to the delivery receipt. In the event that damage or missing items are not properly documented at time of receipt, the carrier is relieved of responsibility and the receiver is then responsible for the cost to get the product back to new condition.

After the damage or shortage has been properly noted with the carrier, contact Rice Lake immediately and keep all the original packaging material for inspection by the carrier's representative. It is also helpful in the claim process to take pictures of the condition of the packaging and damage.

When drop-shipping items to your Customers, it is imperative that you advise them of their responsibility in accepting shipments from common carriers. Even if the equipment is not expected to be installed or used for a period of time, the shipment must be inspected at time of receipt in order to preserve their rights for making a claim.

Custom Software Limited Warranty

Rice Lake Weighing Systems (Rice Lake) warrants that (a) the software will perform in accordance with the specification and accompanying written endorsement by the Customer for a period of 90 days from the date of receipt; (b) any hardware accompanying the software will be free from defects in materials and workmanship under normal use and service for a period of one (1) year from the date of shipment from Rice Lake; and (c) the Customer should perform inspection and testing of software products prior to installation.

This limited warranty is void if failure of the software or hardware has resulted from accident, abuse, misapplication, or incorrect Customer specification. Any replacement software will be warranted for the remainder of the original warranty period or 30 days, whichever is longer.

If the software fails to conform to these warranties, Rice Lake will, at its option, repair or replace such goods returned within the warranty period subject to the following conditions:

Upon discovery by the Customer of such nonconformity, Rice Lake will be given prompt written notice with a detailed explanation of the alleged deficiencies.

Examination of software by Rice Lake confirms that the nonconformity exists, and was not caused by accident, misuse, neglect, alteration, improper installation, improper repair, improper testing, or incorrect Customer specification. Rice Lake shall be the sole judge of all alleged non-conformities.

Rice Lake will have a reasonable time to repair or replace the software. The Customer is responsible for shipping charges both ways.

Warranty and Limitation of Liability

In no event will Rice Lake be responsible for travel time or on-location repairs, including assembly or disassembly of equipment. Nor will Rice Lake 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 Rice Lake nor the authorized reseller will, in any event, be liable for incidental or consequential damages at the point of use.

Rice Lake and Customer agree that Rice Lake' sole and exclusive liability here under is limited to repair or replacement of such goods. In accepting this warranty, the Customer waives any and all other claims to warranty.

Should the seller be other than Rice Lake, the Customer agrees to look only to the seller for warranty claims.

No terms, conditions, understanding, or agreements purporting to modify the terms of this warranty shall have any legal effect unless made in writing and signed by a corporate officer of Rice Lake and the Customer.

Return Policies

Our commitment to our Customers states that if any standard product purchased from Rice Lake does not work, or if the incorrect product is shipped, **return it in its original shipping carton with all accessories in "like new" condition** for full credit or replacement within 30 days of purchase. **Electronic components returned to Rice Lake must be properly packaged to prevent electrostatic discharge (ESD) damage in shipment.** Packaging requirements are listed in the publication, "Protecting Your Components from Static Damage in Shipment," available online or from our Returns Department. This policy and the 30-day limit also apply to any products drop-shipped directly from the manufacturer.

Please note that if an incorrect quantity of product was shipped, Rice Lake must be contacted within 10 days of the purchase. Upon notification, we will immediately correct the situation.

A restocking charge will apply if equipment is not in like-new condition. The restocking charge is directly proportional to the amount of time and material required to return the item to resalable condition—we will make every effort to do this quickly and economically. Equipment that has been abused and/or shows signs of excessive wear and cannot be reconditioned and resold will not be accepted for return or credit after excessive wear or has been modified.

As Applied to Drop Shipments

All Rice Lake return guidelines apply to products drop-shipped directly from the manufacturer. If a perceived error occurs, Rice Lake will investigate to the best of our ability to determine if the error occurred prior to shipping, during shipping, or at the end user site. If our records and subsequent investigation indicate that the shipment was correct when it left our factory, our responsibility extends only to the authorized reseller, not their end user. Our standard product warranty notes that our coverage extends only to equipment and systems **properly installed by an authorized reseller.**

Obtaining an RMA

A return authorization number (RMA) is required for all materials being returned to Rice Lake for credit. Flat rate repairs require purchase orders at time of RMA issuance. When returning equipment for repair or warranty reimbursement consideration, these simple steps will help to expedite your request:

1. Contact our Returns Department.
2. Please have your customer number and both the item description and detailed findings of product problem for repair.
3. Please have the original sales order or invoice number for items to be returned for credit or warranty.
NOTE: See return policy
4. An RMA number will be given for eligible returns. This RMA number may also be faxed or emailed per your request.

Return Shipments Outside the United States for Repair, Warranty, Calibration or Other Services and Re-export.

For shipment to the USA:

1. The commercial invoice must include the following statement:
 - i. "These goods are being returned for maintenance under"
 - ii. Goods Made in the USA -- "HTS 9801.00.1012"
 - iii. Goods NOT made in the USA -- "HTS 9801.00.2500"
2. The commercial invoice must list items individually and include the fair market value of the item based on its present condition for customs purposes only.
3. Please reference original Rice Lake commercial invoice number and date item was purchased if applicable.
4. Please note that failure to follow these procedures may cause delay and will certainly incur extra charges that will NOT be absorbed by Rice Lake.

Return Shipments Outside the United States Other Than for Repair, or Service Work Not Being Returned.

For shipment to the USA:

1. The commercial invoice must include the following statement:
 - i. Goods Made in the USA -- "HTS 9801.00.1045"
 - ii. Goods NOT made in the USA -- "HTS 9801.00.2500"
2. The commercial invoice must list items individually and include the fair market value of the item based on its present condition for customs purposes only.
3. Please reference original Rice Lake commercial invoice number and date item was purchased if applicable.
4. Please note that failure to follow these procedures may cause delay and possible reduction in your refund.
5. Please be advised that you may qualify for a refund of your duties and should contact your local customs authority for instructions and forms.

Special Order, Modified, Non-Catalog, or Non-Stock Items

Due to the added resources and difficulty in reselling special or non-standard products, returns or credit are not allowed for special order equipment, special software programs, equipment physically modified or altered in the field, discrete electronic components, relays, manuals, or opened software packages.

Warranty and Limitation of Liability

Calibration Test Weights

All weights returned for credit will be assessed a restocking charge because of the required inspection and verification. Credit is not allowed for serialized weights, calibration or traceable services performed on weights.

Calibration Test Weights

No returns will be accepted for items that are specifically modified for the Customer's requirements. Examples of such modifications may include, but not necessarily limited to:

1. Weights that have been specifically built to the customer's specifications.
2. Standard product specifically modified to the customer's specifications.
3. Standard product engraved with serial numbers at the customer's request.
4. Laboratory procedure charges.
5. Laboratory documentation fees.

Balances

Balances returned for credit within 30 days of purchase may be subject to a restocking fee if assessed by balance manufacturer.

Balance Repair Policy and Rates

We offer repair support on the following balance models:

- All Rice Lake brand models: Once we receive the equipment and the RMA form, an estimate will be prepared.

A minimum charge of one hour will apply. All balance repairs are covered by a 90-day limited warranty on parts and workmanship performed and noted under the scope of the specific repair.

Balances must be packaged to adequately protect them from damage in transit. Please refer to "How to Prepare a Balance for Shipment" available on our website and from our Returns Department.

How to Prepare a Balance for Shipment

The best and most effective method for shipping a balance at any time and for any reason is to use the original manufacturer's packaging materials and subsequently double box it as described below. Teach your Customers to retain the packing set. Please remember that due to the nature of the equipment, new packaging materials can be very expensive.

In the event that the original manufacturer's packaging materials are not available, follow these instructions for top loading balances.

1. Remove the weighing platform cover, support buttons, weighing platform, floor plate and other devices installed in the weighing chamber. Pack these pieces individually in bubble wrap and tape the wrapping closed. Follow this same procedure for AC adapters and power cords. Please note that AC adapters and power cords are necessary to adequately evaluate the problem.
2. Examine the device (refer to the operating instructions) and if necessary, re-install or tighten any shipping screws/retaining devices to prevent damage to the weighing mechanism during shipment.

3. If the floor plate is not removable, ensure it is securely in place and cannot come loose during shipment, even if the balance is inverted. Do NOT invert the balance to test the security of the floor plate.
4. Clean the device of any loose debris or potential contaminants to our testing facility.
5. Prepare and sign a Statement of Decontamination (form #0679). This form MUST be included in a separate packing list envelope on the outside of the box with the "Statement of Decontamination Form" statement clearly visible.
6. Using Scotch tape or "speed" tape, tape all the glass doors on the device CLOSED. Be sure the tape is securely affixed and will not come off during shipment. Please note that on some devices, the glass breeze-break around the weighing chamber can actually be disassembled and packed separate prior to shipment. Refer to the manufacturer's operating instructions. If this is a feature of the device being return, disassemble the breeze break and pack it in its own packing material and box.
7. Use a large box that will provide a minimum of 3 inches of space around the device for loose-fill packing material.
8. Place a padding of foam or Styrofoam (at least 1inch thick) at the bottom of the box.
9. Place the balance in a large plastic bag and seal the bag closed.
10. Please put the device on top of the foam padding or Styrofoam from step 8 above.
11. Ensure that there is at least three inches of clearance between the top of the balance and the top of the box.
12. Using generous amounts of anti-static loose-fill packing material, fill all the spaces around the balance. Shake the box to cause the material to settle and add additional loose fill as necessary.
13. Place the small box containing all the items from step 1 above on top of the loose fill covering the balance. Add additional loose fill to completely cover all items within the box.
14. Double pack this box in another box that will again provide an additional two inches of space around the inner box. Fill all existing space between the inner and outer box with copious amounts of anti-static loose fill packing material.
15. Seal the box and include all the necessary documentation on the outside of the box. Don't forget the Decontamination Form (form #0679) from step 5 above.

Warranty and Limitation of Liability

Repair Service Policies

Our Service Department is staffed Monday through Friday from 6:30 A.M. to 6:30 P.M., and Saturday from 8:00 A.M. to noon, Central time. For those utilizing the conveniences of the internet, we have an e-mail address dedicated to technical support.

Please contact Rice Lake at service@ricelake.com for answers to your technical questions and the status of repair products during normal business hours.

We provide quality and timely repairs for the products we sell. Flat rate repair is offered for selected models of indicators, printers and remote displays. Prior to returning a product for repair, our returns department will work with you to determine some key factors that will help Rice Lake better serve you. Please provide the following via phone to extensions 5348 or an RMA form.

- Customer Number: Without a customer number we cannot issue an RMA number.
- Ship-to Address: Your customer number will bring up the bill-to address. You must inform Rice Lake of the ship-to address if it's different than the bill-to address.
- **Original sales and invoice orders: Required on warranty claims.**
- Freight Type: Unless stated otherwise, we ship the device back to you utilizing the same freight type in which we received it. If Rice Lake is responsible for freight charges, the carrier will be selected at the sole discretion of Rice Lake.
- **Definition of Product and Problem: Please provide as much detail as possible regarding the type of product, application and problem.**
- Purchase Order Number for Flat Rate Repair: Once we receive the equipment and the RMA, equipment for flat rate repair will be processed immediately. Other equipment will be evaluated and a minimum evaluation charge will apply (contact the factory for exact pricing).

You may be asked about the possibility of a new replacement product. It may be in your customer's best interest to explore the option of purchasing a new product if the repair will exceed 50 percent of authorized reseller net price, since new products carry full-warranty benefits.

Please note our hourly service rate on all current Rice Lake products. Contact the factory for exact pricing. There is a 120-day limited warranty on parts and workmanship performed and noted under the scope of the specific repair.

California Proposition 65

Rice Lake Weighing Systems Statement

Proposition 65 requires businesses to inform Californians about exposures to chemicals that are known to cause cancer, birth defects or other reproductive harm. These chemicals may be in the products you purchase, or they may be exposed to you at home, at the workplace or within the environment. Proposition 65 enables Californians to make informed decisions about their exposures to these chemicals.

Rice Lake Weighing Systems wants to be proactive in regards to Proposition 65 and provide information about the products we produce, distribute and use to manufacture equipment we sell.

We are providing this warning based on the knowledge that one or more chemicals included in the California Proposition 65 list known to cause cancer, birth defects or other reproductive harm may be present in Rice Lake Weighing Systems products and workplaces.



WARNING: Chemicals listed in California Proposition 65 known to cause cancer, birth defects or other reproductive harm may be present only in trace amounts or contained within Rice Lake Weighing Systems products and proper encapsulation equipment. This warning is provided out of an abundance of caution to enable you to be an informed consumer.

More information about California Proposition 65 can be found at www.P65Warnings.ca.gov