

# Smart Scale Technologies

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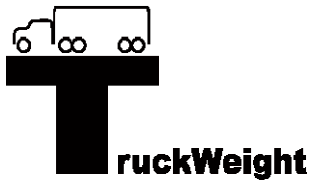
## I). WARRANTY AND TERMS OF SALE

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All quotations and sales by Smart Scale Technologies Inc.,(Smart Scale) its subsidiaries or affiliates are subject to these terms and conditions.

1. Terms of payment are cash or equivalent; prices are CIF; and wireless truck scale prices do not include any taxes, insurance, handling, duty or other similar charges, payment of which will be the sole responsibility of customer unless otherwise specified on invoice.
2. Smart Scale may select a carrier. Truckweight responsibility for any loss or damage ends, and title passes, when Wireless Truck Scales are delivered to the carrier, to customer, or to customer's agent.
3. The Smart Scale Wireless Truck Scale is warranted against defects in material or workmanship for 2 years from the date of the original purchase. If the Wireless Truck Scale, which, because of a manufacturing mistake or malfunction, proves to be defective within the 2 year warranty period, it will be replaced Smart Scale with a handling and service charge to you, provided you have proof of purchase. Note handling and service charges may change from time to time and region to region. This warranty does not cover incidental or consequential damage to persons or property caused by use, abuse, misuse, failure to comply with installation or operating instructions, or damage caused by battery malfunction. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above warranty does not apply in those states. This warranty gives you specific legal rights and you may also have other rights, which vary state to state.
4. SmartScale SHALL HAVE NO RESPONSIBILITY FOR OVERLOAD FINES RECEIVED WHILE USING THIS WIRELESS TRUCKSCALE.
5. Wireless TruckScales are deemed accepted by customer unless customer notifies SmartScale in writing within 10 days of delivery of Wireless TruckScale shortages, damage or defect. **No returns may be made for any reason without obtaining a Return Authorization Number(RAN#) issued by SmartScale.** If customer refuses to accept tender or delivery of any Wireless TruckScales or returns any Wireless Truck Scales without authorization from SmartScale., such Wireless Truck Scales will be held by SmartScale awaiting customer's instruction for 20 days, after which SmartScale may deem the Wireless Truck Scales abandoned and dispose of them as it sees fit, without crediting customer's account. Refunds are not permitted.
6. SmartScale will not be liable for any failure or delay in its performance or in the delivery or shipment of Wireless TruckScales, or for any damages suffered by customer by reason of such failure or delay,when such failure or delay is caused by, or arises in connection with, any fire, flood, accident, riot, earthquake, severe weather, war, governmental interference or embargo, strike, shortage of labor, fuel, power, materials or supplies, delay in delivery by SmartScale suppliers or any other cause or causes beyond ScaleScale's reasonable control. SmartScale reserves the right to cancel without liability any order, the shipment of which is or may be delayed for more than 30 days by reason of any such cause. SmartScale reserves the right to allocate in its sole discretion among customers or potential customers, or defer or delay the shipment of, any Wireless TruckScale which is in short supply.



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7. All quotations and sales are made only upon these terms and conditions and those on the invoice. The invoice and not any purchase order or other customer document (which, if construed to be an offer is hereby rejected), will be deemed an offer or counter-offer and is a rejection of any other terms or conditions. Customer, by accepting any Wireless TruckScales, making any payments or ordering any WirelessTruckScales accepts these terms and conditions and will be deemed to have assented to these terms and conditions, notwithstanding any terms contained in any prior or later communication from customer and whether or not SmartScale will specifically or expressly object to any of customer's terms. SmartScale's failure to object to any document, communication or act of customer will not be deemed a waiver of any of these terms and conditions. Any addition or change to these terms and conditions must be specifically agreed to in writing by a duly authorized officer of SmartScale before becoming binding on SmartScale.
8. Unless specifically otherwise agreed in writing by SmartScale customer acknowledges that Wireless TruckScales sold by SmartScale are not intended for and will not be used in life support systems, human implantation, nuclear facilities or systems or any other application where Wireless TruckScale failure could lead to loss of life or catastrophic property damage. Customer will indemnify and hold SmartScale harmless from any loss, cost or damage resulting from customer's breach of the provisions of this paragraph.
9. Any or all Wireless TruckScales may be subject to export or resale restriction or regulation, and customer acknowledges that it will comply with such regulations or restrictions. Any or all Wireless TruckScales may have been imported. Country of origin information is as provided to SmartScale by its suppliers and is, where applicable, located on the Wireless TruckScales themselves or the supplier's innermost packaging thereof.
10. Except for the warranty coverage referenced in paragraph 3, above, NEITHER SMARTSCALE NOR ITS SUPPLIERS WILL HAVE ANY LIABILITY OR OBLIGATION TO CUSTOMER OR ANY OTHER PERSON FOR ANY CLAIM, LOSS, DAMAGE, OR EXPENSE CAUSED IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, BY THE INADEQUACY OF ANY WIRELESS TRUCKSCALES FOR ANY PURPOSE, BY ANY DEFICIENCY OR DEFECT IN ANY WIRELESS TRUCKSCALE (WHETHER OR NOT COVERED BY ANY WARRANTY), BY THE USE OR PERFORMANCE OF ANY WIRELESS TRUCK SCALES OR BY ANY FAILURE OR DELAY IN TRUCKWEIGHT PERFORMANCE HEREUNDER, OR FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR LOSS OF BUSINESS OR PROFIT, WHETHER OR NOT CUSTOMER WILL HAVE INFORMED TRUCKWEIGHT OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH DAMAGES.
11. SmartScale may assign accounts receivable to an affiliate. In order to defray the cost of customer account administration, any credit balance or other sum owed to customer who remains unclaimed by customer for a period of eighteen months will become the property of SmartScale.



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12. No order may be cancelled, rescheduled or reconfigured without SmartScale's prior written authorization and, in such event; customer will be liable for any additional costs and expenses incurred by SmartScale.
13. Prices are subject to change by Smart Scale upon customer rescheduling or reconfiguration of orders.

Prices are also subject to change in response to supplier price increases.

### **Smart Scale Technologies Inc.**

#### **Contact Information:**

Our office is open Monday through Friday 9am to 5pm Eastern Standard Time.

**Call:** +1-877-757-7888 in North America

**Call:** +1-902-404-3452

**Fax:** 902-431-9587

**Email:** [info@truckweight.com](mailto:info@truckweight.com)