



STANDARD TERMS AND CONDITIONS OF SALE

- 1. CONDITIONS OF SALE:** All orders for Division Scale, LLC, dba Division Weigh To Go! (DWTG) products shall be subject to the terms and conditions below. No modification of these terms and conditions, or any other conditions will be recognized by DWTG unless specifically agreed to in writing by an authorized representative of DWTG. Our failure to object to provisions contained in any order or other communication from the purchaser shall be construed as a waiver of these terms and conditions or any acceptance of such provision.
- 2. PRICES:** Prices are subject to change without notice; except unshipped portions or orders placed (and released for immediate shipment) prior to the effective day of any increase will be protected for sixty (60) days from the date of that price increase.
- 3. PAYMENT TERMS:** Payment terms shall be mutually accepted based on a 50% down payment with all custom orders with the balance of 50% being due at shipment, No Retention, No progress payments. Custom orders based on approved shop drawings are not cancelable.
- 4. ERRORS:** All clerical errors are subject to correction.
- 5. TAXES:** Any tax or duty of any nature, which may be assessed against this order, shall be added to the price quoted or invoiced and shall be paid by the purchaser. In the event we are required to pay such a tax or duty, the purchaser shall reimburse us or provide at the time the order is submitted with exemption certificates or other documents acceptable to taxing or customer authorities.
- 6. CHANGE ORDERS:** Changes from the original specifications on which an accepted order or proposal is based, will not be accepted unless requested in writing and subject to the following conditions: In the event such change increases the cost of any product, including actual component cost and expenses incurred in modifying a partially or completely manufactured products, then such additional expenses shall be added to the original accepted price.
- 7. PENALTIES AND DELAYS:** No penalty of any kind shall be effective unless specifically approved in writing by an authorized representative of DWTG. We shall not be liable for any damage caused by delays beyond our control. This includes, with limitations, fire, strike, Acts of God, transportation failures, or inability to obtain labor, material, or manufacturing facilities. In the event of such delay, the date of delivery shall be extended equal to the time lost by reason of delay.
- 8. CANCELLATION:** Orders for standard products may be canceled by the purchaser at any time, prior to shipment, only upon payment of reasonable charges based upon expenses already incurred and commitments made by Division. After shipment, a restocking fee equal to 25% of the total purchase price shall be charged. All freight charges shall be paid by purchaser. Orders for custom products built to special sizes or special orders may not be cancelled or returned based upon expenses already incurred and commitments made by Division.
- 9. DELIVERY:** Delivery dates are approximate and based on prompt receipt of all necessary information from the purchaser. Delivery will be made and title will pass at destination and upon payment in full. Risks of loss or damage pass to the purchaser upon delivery at destination.
- 10. DAMAGE OR LOSS IN SHIPMENT:** Great care is taken in the packing of our products. We shall not be responsible for damage or loss in transit. The freight carrier and DWTG must be notified immediately upon receipt of visibly damaged items. Claims for shortages or incorrect equipment must be made in writing within 24 hours after receipt of shipment by purchaser. Failure to provide such written notice shall be an unqualified acceptance of the equipment and a waiver by the purchaser of any such claims.
- 11. RETURNING PRODUCTS:** To return our products, obtain shipping instructions and RMA number. Returned products which we elect to accept for credits are subject to a maximum handling charge of twenty-five (25%) of the net sales price plus all transportation charges paid by us. All such products shall be properly packed to reach us without damage. Any costs incurred by us to put returned products in first class condition shall be charged to the purchaser.
- 12. GUARANTEE OF NON-INFRINGEMENT:** We warrant and guarantee that the purchase or use of our products will not infringe on any patent issued by the United States of America.
- 13. SPECIFICATIONS:** Specifications are subject to change without notice.
- 14. PAST DUE ACCOUNTS/INTEREST PENALTIES:** In the event litigation becomes necessary to collect any balance(s) due, purchaser agrees to pay Division Systems' reasonable attorney's fees, interest from the payment due date, and any other costs of collection. A delinquent charge of 1.5% per month shall be added to any outstanding balance of any account 30 days delinquent.
- 15. TITLE:** Title to property shall not pass to purchaser until Division is paid in full.
- 16. WARRANTY:** Warranty period shall NOT commence until Division is paid in full.
- 17. CHANGES:** DWTG reserves the right to make changes without notice.