



SMART SCALE TECHNOLOGIES INC.

WARRANTY AND TERMS OF SALE

I. SAFETY FIRST

II. WARNINGS

- **DO NOT OPERATE DISPLAY WHILE DRIVING.**

a. **Many air suspension systems maintain residual pressure in the airlines after the engine has been turned off. Please take the following precautions:**

- Wear safety glasses, chemical-resistant gloves, and protective clothing when connecting and disconnecting airlines.
- Confirm ZERO pressure before connecting and disconnecting airlines.

b. **Beware of the risk of unexpected vehicle movement. Please take the following precautions.**

- Block the drive wheels before installing the sensors.
- Ensure the parking brake is set.
- Do not leave a running vehicle unattended. A moving vehicle can cause injury.

c. **The engine has moving parts and there is a risk of entanglement. Please take the following precautions:**

- Do not place tools on fenders or anywhere within the engine compartment.
- Keep yourself, your clothing, adapters, and service hoses clear of moving parts such as fan blades, belts, and pulleys.
- Users and bystanders should wear safety goggles when near a running engine. Moving components can cause eye injuries.

d. **Maintain your focus on the road. Do not use the handheld unit while driving.**

e. **Beware of the risk of burns. Please take the following precautions:**

- If at all possible, avoid working near hot truck components, and instead allow the truck to cool off before proceeding. However, if it is absolutely necessary to do so, ensure that protective gloves are worn.
- Do not touch hot exhaust systems, manifolds, engines, radiators, etc. Hot components can cause injury or severe discomfort.

- III. All quotations and sales by Smart Scale Technologies Inc., (Smart Scale) its subsidiaries, or affiliates are subject to these terms and conditions.
- a. 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 the customer unless otherwise specified on the invoice.
 - b. 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 the customer, or customer's agent.
 - c. 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 SmartScale 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 from state to state.
 - d. SmartScale SHALL HAVE NO RESPONSIBILITY FOR OVERLOAD FINES RECEIVED WHILE USING THIS WIRELESS TRUCK SCALE.
 - e. Wireless truck scales are deemed accepted by the customer unless the customer notifies SmartScale in writing within 10 days of delivery of wireless truck scales shortages, damage, or defect. **None turns may be made for any reason without obtaining a Return Authorization Number(RAN#) issued by SmartScale.** If a customer refuses to accept tender or delivery of any wireless truck scales 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.

- f. SmartScale will not be liable for any failure or delay in its performance or in the delivery or shipment of wireless truck scales, or for any damages suffered by the 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 truck scale which is in short supply.

- g. 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 Truck Scales, making any payments, or ordering any Wireless truck scales 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.

- h. Unless specifically otherwise agreed in writing by SmartScale customer acknowledges that Wireless Truck Scales sold by SmartScale is not intended for and will not be used in life support systems, human implantation, nuclear facilities or systems, or any other application where Wireless Truck Scale failure could lead to loss of life or catastrophic property damage. The customer will indemnify and hold SmartScale harmless from any loss, cost, or damage resulting from the customer's breach of the provisions of this paragraph.
- i. Any or all Wireless Truck Scales may be subject to export or resale restriction or regulation, and the customer acknowledges that it will comply with such regulations or restrictions. Any or all Wireless Truck Scales may have been imported. Country of origin information is as provided to SmartScale by its suppliers and is, where applicable, located on the Wireless truck scales themselves or the supplier's innermost packaging thereof.
- j. Except for the warranty coverage referenced in paragraph 3, above, NEITHER SMART SCALE 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 TRUCK SCALES FOR ANY PURPOSE, BY ANY DEFICIENCY OR DEFECT IN ANY WIRELESS TRUCK SCALE (WHETHER OR NOT COVERED BY ANY WARRANTY), BY THE USE OR PERFORMANCE OF ANY WIRELESS TRUCK SCALES OR BY ANY FAILURE OR DELAY IN TRUCK WEIGHT 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 TRUCK WEIGHT OF THE POSSIBILITY OR LIKELIHOOD OF ANY SUCH DAMAGES.
- k. 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 a customer who remains unclaimed by that customer for a period of eighteen months will become the property of SmartScale.

l. No order may be canceled, rescheduled, or reconfigured without SmartScale's prior written authorization, and in such event; the customer will be liable for any additional costs and expenses incurred by SmartScale.

m. 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.

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