1. **Governing Provisions:** In these Terms and Conditions of Sale ("Conditions") "we," "us," and "our" means AMERICAN WEIGH SCALES, Inc., and "you" and "your" means the person, company or other entity that orders or buys a scale from us, and in each case their respective successors and assigns. We are shipping the scale(s) you ordered ("Product(s)") subject to these Conditions. ALL ORDERS SHALL BE BINDING UPON YOU, AND SHALL ONLY CEASE TO BE BINDING UPON US IF A N WRITTEN EXCLUSIVE ACCEPTANCE OR BY PERFORMANCE. BY SHIPPING THE PRODUCT, A CONTRACT IS FORMED TO ORDER THE PRODUCT AT THE DISCOUNTED PRICE QUOTED BY US. IF YOU DO NOT SHIP THE PRODUCT, YOU WILL BE FEE CHARGED FOR THE PRODUCT. ONLY ACCEPTED ORDERS SHALL BE BINDING UPON US. EVERY ACCEPTED ORDER EITHER BY EXPRESS WRITTEN ACCEPTANCE OR BY PERFORMANCE. BY SHIPPING THE PRODUCT, A CONTRACT IS FORMED TO ORDER THE PRODUCT AT THE DISCOUNTED PRICE QUOTED BY US. IF YOU DO NOT SHIP THE PRODUCT, YOU WILL BE FEE CHARGED FOR THE PRODUCT.

2. **Delivery:** A scale is FCA of our shipping point (Incoterms 2000). We reserve the right to make any necessary changes in the installation of the scale(s) to be satisfactorily delivered in accordance with the terms hereof. We expressly disclaim and shall not be bound by any terms or conditions offered by any of our resellers. In the event of a conflict, a quotation takes precedence over these Conditions, and a written contract signed by both of us takes precedence over either. If one or more of these Conditions are held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining Conditions shall be unimpaired.

3. **Payments:** Unless otherwise specified in a written quotation we provide to you, Products will be billed at the price in effect at the time shipment is made. Prior to or during an order(s), prices are subject to change from time to time without notice. Unless otherwise specified in a written quotation we provide to you, Products will be billed at the price in effect at the time shipment is made. Prior to or during an order(s), prices are subject to change from time to time without notice. Unless otherwise specified in a written quotation we provide to you, Products will be billed at the price in effect at the time shipment is made. Prior to or during an order(s), prices are subject to change from time to time without notice. Unless otherwise specified in a written quotation we provide to you, Products will be billed at the price in effect at the time shipment is made. Prior to or during an order(s), prices are subject to change from time to time without notice. Unless otherwise specified in a written quotation we provide to you, Products will be billed at the price in effect at the time shipment is made. Prior to or during an order(s), prices are subject to change from time to time without notice. Unless otherwise specified in a written quotation we provide to you, Products will be billed at the price in effect at the time shipment is made. Prior to or during an order(s), prices are subject to change from time to time without notice. Unless otherwise specified in a written quotation we provide to you, Products will be billed at the price in effect at the time shipment is made. Prior to or during an order(s), prices are subject to change from time to time without notice.

4. **Taxes and Other Charges:** A ny use tax, value added tax, sales tax, excise tax, duty, inspection or testing fee, or any other tax, fee or charge imposed by any governmental authority, on or measured by the transaction between us shall be paid by you in addition to the prices quoted or invoiced. If we are required to pay any such tax, fee or charge, you will be responsible for paying any amounts we pay in relation to the transaction unless, in each case unless you provide us with the tax invoice or receipt of our invoice. We will do our best to ensure that all taxes, fees, and other charges are paid in a timely manner.

5. **Inspection:** Upon your receipt of Product shipped hereunder, you shall immediately inspect the Product and notify us if you believe the Product is not acceptable. We reserve the right to inspect a Product and, at our discretion, we may repair, replace, or return the Product if we determine that the Product is not acceptable. We may rejects a Product if it is defective, damaged, or does not conform to the specification of the Product. We reserve the right to reject a Product if it is defective, damaged, or does not conform to the specification of the Product.

6. **Returns:** You may return a Product for any reason within 10 days of delivery for a refund. Authorization for a return must be approved by our Customer Service Department (by email to mail@awscales.com or phone (866) 643-3444) of any claims for shortages, defects or damages within 48 hours of delivery. If a Product is inoperable and you notify us within 48 hours of delivery, we will send you a replacement Product at no extra cost and a replacement Product if the defective Product is returned within 10 days of delivery. All returns must be made within 60 days of receipt of the Product. Return shipping costs must be prepaid by you. We reserve the right to reject returns that have been damaged, altered, or modified in any way. We reserve the right to reject returns that have been damaged, altered, or modified in any way. We reserve the right to reject returns that have been damaged, altered, or modified in any way.

7. **Refunds:** Except for Product(s) damaged during shipment to you, Products authorized for return must arrive at our facilities in exactly the same condition as they were received to be eligible for refund. For products shipped FOB our shipping point, we require a return authorization number (RMA) to be given to you prior to the return. The return authorization number (RMA) must be given to you prior to the return. All returns shipments must be postmarked within 5 days of receipt of the RMA. You must include a copy of your sales receipt, your return authorization number and a contact phone number with your return. Returns that do not include this information and that we cannot associate with a specific order will be disposed of within 60 days of receipt without refund or other liability.

8. **Warranty:** We warrant that all Product(s) shipped to you will be free of material defects or defects in materials. The warranty period for a Product is ten (10) years from the date of shipment, and we warrant that the Product(s) we ship to you shall meet the specifications for the replacement unit. If you fail to notify us of shortages, defects or damages within 48 hours of delivery, we will send you a replacement Product at no extra cost and a replacement Product if the defective Product is returned within 10 days of delivery. If a Product is inoperable and you notify us within 48 hours of delivery, we will send you a replacement Product at no extra cost and a replacement Product if the defective Product is returned within 10 days of delivery. If a Product is inoperable and you notify us within 48 hours of delivery, we will send you a replacement Product at no extra cost and a replacement Product if the defective Product is returned within 10 days of delivery.

9. **Exclusion of Damages:** To the maximum extent permitted by applicable law, we shall not be liable under any legal theory for any pecuniary loss, expense, inconvenience, or other damage arising from defects in materals or/and/or workmanship, or failure to perform any other obligation of us, whether written or oral, relating to the subject matter hereof. We reserve the right to reject a Product if it is defective, damaged, or does not conform to the specification of the Product.
10. Limitation of Liability

To the maximum extent permitted by applicable law, because some jurisdictions limit or do not allow certain exclusions or limitations of warranties or liability, Sections 8 and/or 9 may partially or entirely apply to you. To the extent that any such limitation or exclusion of liability or warranty is circumscribed, it shall be limited to the least extent possible under applicable law. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy provided herein.

11. Technical Assistance: All technical assistance and information we provide to you regarding the goods will be provided gratis, and you assume sole responsibility for results obtained in reliance thereon. We make no warranty regarding such technical assistance or information, and our warranties shall not be enlarged or affected by, and no obligation or liability shall arise out of our advice or assistance.

12. Miscellaneous: We shall not be liable for any loss, damage or penalty as a result of any delay in or failure to manufacture, deliver or otherwise perform hereunder due to any cause beyond our reasonable control. The Contract shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to the principles of conflicts of laws, and any and all suits hereunder shall be brought and resolved solely and exclusively in, and the parties hereby irrevocably consent to the exclusive jurisdiction and proper venue of, the state and federal courts located in Norcross, Georgia, U.S.A., and waive any objections thereto based on any ground including improper venue or forum non-conveniens. Notwithstanding the foregoing, we may enforce judgments or seek injunctive relief for or an infringement or threatened infringement of intellectual property rights in any court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract. Our exercise of any option, or failure to exercise any rights hereunder shall not constitute a waiver of any subsequent failure, delay, or breach by you.

Signed _________________________________
Name __________________________________
Title __________________________________
Company ______________________________
Date ___________________________________