



THURMAN SCALE WARRANTY

Thurman Scale. (the "Company") warrants and agrees that if, within one year after installation or 15 months from date of shipment, whichever occurs first, (i) any part purchased from the Company should fail because of defective material or workmanship in its manufacture, or (ii) any product purchased from the Company which is equipped with Intalogix Technology (excluding peripheral devices such as but not limited to printers, remote displays etc.) should fail due to lightning, the Company will repair or replace such part or product, free of charge.

Further, the Company warrants and agrees that if, within five years after installation or 66 months from the date of shipment, whichever occurs first, any truck scale structural steel weigh bridge or rail road track scale structural steel weigh bridge or any truck scale original load cell or rail road track scale original load cell (including load cells damaged by lightning, provided the scale is equipped with Intalogix Technology), purchased from the Company should fail because of defective material or workmanship in its manufacture the Company will repair or replace such part, free of charge, provided a Preventive Maintenance Agreement performed by a service entity authorized by the Company must remain in effect for the entire duration of the warranty period without any lapses, and provided further, that the Buyer shall pay for all labor required to perform this warranty, other than labor incurred within one year after installation or 15 months from date of shipment, whichever occurs first, which will be paid by the Company.

In the case of any warranty contained herein,

- (i) Buyer must promptly notify the Company, in writing, of the nature of the possible defect being claimed hereunder,
- (ii) Buyer's account with the Company must be current at the time a claim for warranty hereunder is made, and must remain current thereafter,
- (iii) All work by the Company will be performed during normal business hours,
- (iv) The Company, in its sole discretion, reserves the right to replace or repair the part covered under this warranty,
- (v) The Company, in its sole discretion, reserves the right to replace any defective part with a repaired part from its warranty stock, and
- (vi) The Buyer will pay travel expense to and from the nearest Thurman Scale Authorized Distribution Center, or in case of a replacement, shipping expenses from its factory, except that travel charges and shipping expenses so incurred during the first 30 days following installation will be paid by the Company.

Notwithstanding anything contained herein to the contrary, this warranty is voidable at the discretion of the Company if the product has been installed by anyone other than the Company or an authorized distributor of the Company or has been subjected to improper installation, misuse, negligent handling, alteration, accident, damage by fire, water or act of God, or improper repairs or modifications.

Any warranties with respect to machinery, apparatus, accessories, articles or materials not manufactured by the Company shall be limited to those of the respective manufacturer thereof, if any, which the Company may be permitted to pass on to the Buyer. Under this provision, the Company will be deemed to have manufactured only those articles bearing the Company's name-plate or trademark.

THE COMPANY'S WARRANTIES AS SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF, AND BUYER HEREBY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

UNDER NO CIRCUMSTANCES SHALL THE COMPANY HAVE ANY LIABILITY FOR LIQUIDATED DAMAGES OR FOR INCIDENTAL, COLLATERAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR FOR THE LOSS OF PROFITS, OR FOR ACTUAL LOSSES OR FOR LOSS OF PRODUCTION OR PROGRESS OF CONSTRUCTION, WHETHER RESULTING FROM DELAYS IN DELIVERY OR PERFORMANCE, BREACH OF WARRANTY, CLAIMS OF INCORRECT WEIGHING, CLAIMS OF OR FOR NEGLIGENT MANUFACTURE, ACTS OF GOD, OR OTHERWISE. THE AGGREGATE TOTAL LIABILITY OF THE COMPANY UNDER THIS CONTRACT, WHETHER FOR BREACH OF WARRANTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE CONTRACT PRICE. BUYER AGREES TO INDEMNIFY AND HOLD HARMLESS THE COMPANY FOR ALL CLAIMS BY THIRD PARTIES, WHETHER FOR BUSINESS LOSS, PERSONAL INJURY OR OTHERWISE, WHICH EXTEND BEYOND THE FOREGOING LIMITATIONS ON THE COMPANY'S LIABILITY.