

# SURVIVOR Vehicle Scale Limited Warranty

Effective on Orders Placed on or After August 5, 2019

Subject to the terms and conditions as stated herein: Rice Lake Weighing Systems (hereafter referred to as "RLWS") warrants its equipment to be free from defects in material and factory workmanship for a period of time from the date of shipment as stated in this document.

## Five (5) Years

- This covers SURVIVOR SR, PT, OTR, ATV and OTR-XV series
- Weight indicator, load cells, junction boxes, suspension system

## Two (2) Years

- This covers SURVIVOR AG, LV, SR-X and OTR-SV series
- Weight indicator, load cells, junction boxes, suspension system

Load cells, junction boxes, and internal cabling are warranted against failure caused by lightning and moisture provided the scale and all electronic devices have been properly installed, grounded and sealed by an authorized RLWS distributor and the power to the indicator and all peripheral equipment is supplied through a surge suppressor device provided by RLWS.

## Weighbridge Components

Five (5) Years: Weighbridge, suspension and mounting parts of the corner assemblies

## Terms and Conditions of Limited Warranty

At RLWS' option, this obligation is limited exclusively to original equipment manufactured or supplied by RLWS and is subject to the inspection, analysis and determination by RLWS regarding the nature and cause of any failure.

Defective components—mechanical or electrical—will be repaired or replaced free of any obligation to the owner within ninety (90) days of date of installation. For the remainder of the product warranty period, defective components (mechanical or electrical), will be repaired or replaced at the option of RLWS provided such services are performed by an authorized RLWS Dealer and equipment owner agrees to pay Dealer for all non-warranty related services. Service technician labor and travel expenses are covered by RLWS subject to a bi-annual service contract equal to the length of this warranty. RLWS will require proof of all inspections prior to covering parts, labor or travel expenses. RLWS may require the faulty components be returned to the factory, freight prepaid, at the discretion and authorization of RLWS.

Exclusions to the warranty include, but are not limited to: Corrosion; concrete and rebar or any other items supplied by external sources; excessive wear; cosmetic defects that do not affect performance; and damage caused by electrical surges resulting from welding on or near the scale.

This warranty does not extend to any labor, material or service charges involved in removal or replacement of equipment.

RLWS is not responsible and will not be held liable for losses, injury or damage caused to persons or property resulting during installation or failure during use of RLWS products or any consequential damages that may arise from their use.

RLWS reserves the right to incorporate improvements in material and design of the products without notice and is not obligated to incorporate the same improvements in equipment previously manufactured.

All peripheral equipment such as indicators, remote displays, automated ticketing components, or associated hardware used in a scale system under this warranty must be manufactured by RLWS.

In certain cases, such as used equipment or peripheral equipment not manufactured by RLWS, a reduced warranty may apply. Specific details to these exceptions are provided separately or at the time of purchase.

RLWS shall not be obligated under any warranty different than as set forth herein. The RLWS warranty is limited to the initial customer and installation and is not transferable in the event of resale.

## Conditions Which Void Limited Warranty

This warranty shall not apply to equipment which:

- A. Has had repairs and modifications not authorized by RLWS which in RLWS' judgment has affected the performance
- B. Has been subject to misuse, "overloading," negligent handling, improper installation, accident, damage by fire, water, submersion or act of God
- C. Has had serial number altered, defaced or removed
- D. Has not followed RLWS' recommendations for epoxy, galvanizing or stainless-steel construction for installation in harsh environments
- E. Has not been grounded according to RLWS' recommended procedure

Freight Carrier Damage Claims for equipment damaged in transit must be referred to the freight carrier. Visible damage should be reported immediately. Concealed damage should be reported as soon as possible in any case, within fifteen (15) days of receipt of shipment, in accordance with freight carrier regulations.

THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY EXTENDED BEYOND THE DESCRIPTION OF THE PRODUCT. This warranty statement sets forth the extent of our liability for breach of any warranty or deficiency in connection with the sale or use of the product. It is understood that RLWS will not be liable for consequential damages of any nature, including but not limited to, loss of profit, delays or expenses, whether based on tort or contract.

## SURVIVOR® Lightning Protection Warranty Packages

- SR, PT, OTR, ATV, OTR-XV and OTR-SV only
- Lightning Protection Warranty Packages are included with each vehicle scale order.

- Packages include two or twelve years of warranty coverage, AC protection, DC transient protection, and single #10 bare ground conductor cable.
- With the five (5) year Lightning Protection Package, there must be a bi-annual contract inspection of the site and the transient protection electronics for acceptance of coverage by Rice Lake Weighing Systems. The inspection must be completed by a qualified RLWS distributor. Scale owner is responsible for the cost of the inspections. Failure to provide consistent inspection records throughout the warranty period will void the product warranty.
- With the two (2) year Lightning Protection Package, there must be a bi-annual contract inspection of the site and the transient protection electronics for acceptance of coverage by Rice Lake Weighing Systems. The inspection must be completed by a qualified RLWS distributor. Scale owner is responsible for the cost of the inspections.

Component products shipped from RLWS are covered under our standard return and warranty program. Concrete, rebar, and other construction components supplied by others are not included in RLWS' reimbursement warranty programs.

These warranties exclude all other warranties, expressed or implied, including without limitation warranties of merchantability or fitness for a particular purpose. Neither RLWS nor distributor will, in any event, be liable for incidental or consequential damages.

RLWS and buyer agree that RLWS' sole and exclusive liability hereunder is limited to repair or replacement of such goods. In accepting this warranty, the buyer waives any and all other claims to warranty.

Should the seller be anyone other than RLWS, the buyer agrees to look only to the seller for warranty claims.

No terms, conditions, understanding, or agreements purporting to modify the terms of this warranty shall have any legal effect unless made in writing and signed by a corporate officer of RLWS and the Buyer.

**RLWS**  
WEIGHING SYSTEMS

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