



THURMAN SCALE GENERAL WARRANTY / LIMITATION OF LIABILITY CANADIAN & INTERNATIONAL DISTRIBUTION

General Product Warranty

Thurman Scale (the "Company") warrants and agrees that if, within two (2) years from date of shipment, any product purchased from the Company should fail because of defective material or workmanship in its manufacture, the Company will repair or replace such product, free of charge, provided the Buyer pays for any applicable customs duties and any other local expenses (such as taxes, clearance charges, etc) associated with the shipment of such part.

Intalogix Warranty

The Company warrants and agrees that if, within one (1) year from date of shipment, any product purchased from the Company which is equipped with Intalogix Technology (excluding driver assist terminals and peripheral devices, including, but not limited to, printers, remote displays etc.) should fail due to lightning, the Company will repair or replace such product, free of charge, provided the Buyer pays for any applicable customs duties and any other local expenses (such as taxes, clearance charges, etc) associated with the shipment of such part.

Further, the company warrants and agrees that if, within five (5) years after shipment, any truck scale or railroad track scale original load cell, instrument, pit power supply, or smart sectional controller purchased from the Company as part of an Intalogix system should fail due to defective material, manufacturing defects, or lightning, the Company will repair or replace such item, free of charge, provided that:

- (i) the scale is equipped with Intalogix Technology, and
- (ii) service is performed a minimum of twice per year by a service entity authorized by the Company pursuant to a Preventive Maintenance Agreement, and such Preventive Maintenance Agreement must remain in effect for the entire duration of the warranty period without any lapses.

Truck & Railroad Scale Weighbridge Warranty

The Company warrants and agrees that if, within five (5) years after shipment, any truck scale structural steel weigh bridge or any railroad track scale structural steel weigh bridge should fail because of defective material or workmanship in its manufacture, the Company will repair or replace such product, free of charge, provided that service is performed a minimum of twice per year by a service entity authorized by the Company pursuant to a Preventive Maintenance Agreement, and such Preventive Maintenance Agreement must remain in effect for the entire duration of the warranty period without any lapses.

General Terms

In the case of any warranty contained herein,

- (i) the Buyer must promptly notify the Company in writing of the nature of the possible defect being claimed hereunder,
- (ii) the Buyer's account with the Company must be current at the time a claim for warranty hereunder is made, and must remain current thereafter,
- (iv) The Company, in its sole discretion, reserves the right to replace or repair the product 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,
- (vi) Consumable parts (such as, but not limited to batteries, light bulbs, printer ribbons, etc) are not covered by the Company under this warranty.
- (vii) the Buyer shall pay for all labor required to perform this warranty,
- (viii) the Buyer will pay truck and travel expense to and from the nearest Thurman Scale Authorized Distribution Center, or in case of a replacement, shipping expenses from its factory,
- (ix) the Buyer will be responsible for calibration fees incurred, and
- (x) at the option of the Company, any parts claimed to be defective shall be returned to the Company for inspection, with all transportation, shipping tariff, and customs duty charges to be incurred by the Buyer.

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.