

Standard Terms And Conditions Of Sale

1. **CONTRACT.** ANY ACCEPTANCE BY THE COMPANY OF THE BUYER'S ORDER IS EXPRESSLY MADE CONDITIONAL ON THE BUYER'S ASSENT TO ANY ADDITIONAL OR DIFFERENT TERMS CONTAINED HEREIN. Quotations issued shall not be construed as offers to sell and be binding upon Buyer's acceptance thereof unless expressly confirmed in writing by the General Manager of the location issuing the quotation. All orders are received subject to acceptance by the General Manager of the issuing location.

2. **PRICES.** (a) The prices shown in published price lists and other published literature issued by Aldinger Co., are not offers to sell and are subject to change without notice. (b) All prices are F.O.B place of origin unless specifically noted otherwise.

3. **TAXES.** Quoted prices do not include any applicable sales, use, excise, or similar taxes, and any such taxes which Aldinger Co., may now or hereafter be required to pay or collect shall be billable to the buyer as a separate item unless the Buyer has furnished Aldinger Co., with a tax exemption or certificate acceptable to the taxing authorities.

4. **INSTALLATION.** Prices for equipment, unless otherwise specified, do not include an allowance for installation and / or final on - site adjustment. Any such service performed by Aldinger Co., shall be billable to the Buyer as a separate item at Aldinger Co.'s, then prevailing rates for the local area concerned.

5. **ADDITIONAL MATERIALS AND EQUIPMENT.** Aldinger Co.'s, prices for equipment do not include planking concrete, steel plate, or other platform topping material, weigh bridges, or other structural steel, hoppers, tanks, weigh cars, conveyors, conveyor sections, other attachments or accessories, wiring to the scale, or any material or equipment other than the scale itself unless Aldinger Company's acceptance specifically so states.

6. **PITS AND FOUNDATIONS.** Unless the acceptance by Aldinger Co., expressly includes the furnishing of scale pits or scale foundations, Aldinger Company's responsibility for such pits and foundations is limited to supplying correct drawings. Such drawings illustrate and describe pits or foundations for normal site conditions. Aldinger Co., will be responsible only for prints officially issued, CERTIFIED as approved for construction for the specific order.

7. **PAYMENT.** Payment for equipment or service is due upon delivery unless otherwise specified and accepted by Aldinger Co. Amounts past due may be subject to a service charge of 1% per month or fraction thereof. Aldinger Co. reserves the right to restrict the terms of payment or to require payment prior to the time of shipment, if, in the opinion of Aldinger Co., circumstances do not warrant shipment under terms originally specified in the contract documents.

8. **SECURITY INTEREST.** Aldinger Co., shall retain a security interest in the equipment furnished by it under the contract until the full purchase price has been paid. No equipment furnished by Aldinger Co., shall become a fixture by reason of being attached to real estate. Buyer's failure to pay any amounts when due shall give Aldinger Co., the right to possession and removal of the equipment. If Aldinger Co., retakes the equipment, it may retain all sums therefore paid by the Buyer thereunder as being for the reasonable use of the equipment.

9. **DELIVERY.** Delivery dates indicated in the contract documents are approximate and are based on prompt receipt of all necessary information regarding the equipment covered by the contract. Aldinger Co., will use it's best efforts to meet the indicated delivery dates, but cannot be held responsible for it's failure to do so due to fire, war, civil commotion, strikes, failure of transportation, any act of God, or by other cause beyond it's control. In the event of any delay in delivery caused by the Buyer, Aldinger Co., will store and handle all items ordered at the Buyer's risk and will invoice the Buyer for the unpaid portion of the contract price, on or after the date on which the equipment is ready for delivery. This amount will become due and payable in full upon receipt of invoice unless otherwise specified.

10. **SHIPPING.** Unless otherwise provided in the contract, Aldinger Co., will select the method of transportation and routing for equipment sold F.O.B place origin in which case shipping damage, both visual and concealed, is the responsibility of the Buyer. Shipments may be made freight collect.

11. **CHANGES.** Buyer may, with the express written consent of Aldinger Co., make changes in the specifications for equipment or work covered by the contract. In such event, the contract price and delivery dates shall be equitably adjusted. Aldinger Co., shall be entitled to payment for reasonable costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes and for work and materials required to effect said changes plus Aldinger Co.'s usual profit therein.

12. **CANCELLATION.** Equipment or work which remains to be furnished under the contract may be canceled by the Buyer only with the express written consent of Aldinger Co. In the event of such cancellation, Aldinger Co., shall be entitled to payment for the reasonable costs and expense incurred by it in connection with the equipment or work so canceled, plus an amount determined by applying Aldinger Co.'s usual rate of profit for similar items to such costs and expenses. The minimum cancellation charge will be 15% of the contract price.

13. **PRODUCTS WARRANTY.** New equipment manufactured by Aldinger Co., is warranted against defects in workmanship and materials for a period of one year from the date of shipment to the original user or 18 months from date of shipment by Aldinger Co., to the Buyer, whichever period is shorter subject to the limitations hereinafter set forth. Should any such defects be found and reported during that period, Aldinger Co., will correct such deficiencies furnishing necessary replacement parts and technician's service free of charge provided the equipment owner agrees to pay all of the technician's travel time and expense to and from the Aldinger Co. service location. If a technician's services are required by the equipment owner under this warranty during other than normal Aldinger Co.'s working hours, Aldinger Co., shall provide such service, to the extent available, provided the equipment owner agrees to pay the difference between the prevailing normal and overtime Aldinger Co., rates. Equipment supplied, but not manufactured by Aldinger Co., shall carry the warranty offered by the manufacturer. Copies of these equipment warranties are available upon request. This warranty shall not apply to any equipment where the installation, calibration or servicing of such equipment is made by other than personnel authorized by Aldinger Co., or where equipment is operated above rated load capacity, subjected to accident, alteration or abuse or stored in a manner not approved by Aldinger Co., ALDINGER CO.'S LIABILITY UNDER THIS WARRANTY OR ANY OTHER WARRANTY WHETHER EXPRESSED OR IMPLIED IN LAW OR FACT SHALL BE LIMITED TO THE REPAIR OR REPLACEMENT AT ALDINGER CO.'S DISCRETION OF THE DEFECTIVE MATERIAL AND WORKMANSHIP, AND IN NO EVENT SHALL IT BE LIABLE FOR CONSEQUENTIAL OR INDIRECT DAMAGES.

14. **SYSTEMS WARRANTY.** Subject to the limitations hereinafter set forth, component equipment, accessories and computer software of an Aldinger Co. system are warranted as set forth in Article 13 above except that the warranty period shall be one year from date of shipment to Buyer unless otherwise specified. For the purposes of this warranty, a computer software defect is understood to be an error in program logic or a clerical error in the preparation or transcription of a computer program. Aldinger Co.'s warranty obligation with respect to all component equipment, accessories and software incorporated in or used in connection with an Aldinger Co. system which are recognizable product of another manufacturer, shall be limited to those express written warranties made to Aldinger Co. by the manufacturer which Aldinger Co. hereby transfers to the buyer.

15. **INSURANCE.** Aldinger Co., is insured at all locations where it undertakes business operations with the type of coverage and limits appropriate. STANDARD insurance certificates incorporating the coverage amounts are available upon request.

16. **INDEMNITY.** Aldinger Co., agrees to indemnify the Buyer and hold it harmless from and against any direct damage suffered or liability incurred on account of bodily injury to persons (including death) or damage or destruction of property whenever such injury, damage, or destruction is caused by an act or omission of Aldinger Co., it's agents, servants, or sub-contractors, when performing site work under the contract. This shall include the expense of reasonable attorney's fees.

17. **PERMITS REGULATORY LAWS AND/OR STANDARDS.** The Buyer shall at it's own expense apply for and obtain any permits and inspections required for the installation and/or use of the equipment furnished under this contract. Aldinger Co., makes no promise or representation that it's product or services will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as a part of the contract between the Buyer and Aldinger Co., or as stated in specific literature.

18. **CONTRAVENING LAW.** Should any term or provision contained in the contract contravene or be invalid under applicable law, the contract shall not fail by reason thereof but shall be construed in the same manner as if such term or provision had not appeared therein.

19. **DEFAULT.** Upon default and placing of this instrument with an attorney for collection or repossession of equipment, Buyer agrees to reimburse attorney fees incurred by Aldinger Co., in connection therewith. The venue for such action will be Dallas, Dallas County, Texas.