



## ANYLOAD Weigh & Measure Inc. - Standard Terms and Conditions of Sale

1. In these Terms and Conditions of Sale, "Seller" means Anyload Weigh & Measure Inc.; "Buyer" means the person, firm, company or corporation by whom the order is given.
2. Orders: All orders placed by Buyer are subject to acceptance by Seller. Orders may not be cancelled or rescheduled without Seller's written consent. All orders must identify the products, unit quantities, part numbers, applicable prices and requested delivery dates of the products being purchased. Advance deposit payment upon order may be required under special circumstances.
3. Prices and taxes: The prices of the products are those prices specified on the front of the invoice. The Seller reserves the right to increase from time to time the current price list without giving written notification to the Buyer due the volatile nature of the raw materials used and specific market conditions. The price is exclusive of any tax or duty relating to manufacture, transport, export, import, sale or delivery of the goods. Price quotations shall automatically expire in thirty (30) days from the date issued, or as otherwise stated in the quotation. Buyer agrees to indemnify and hold Seller harmless for any liability for tax in connection with the sale, as well as the collection or withholding thereof, including penalties and interest thereon. When applicable, transportation and taxes shall appear as separate items on Seller's invoice.
4. Terms of Payment: Payment may be made by check, money order, credit card, PayPal or wire transfer (all fees are borne by the Buyer). Where Seller has extended credit to Buyer, terms of payment shall be net thirty (30) days from date of invoice, without offset or deduction unless otherwise noted. If Buyer fails to make each payment when it is due, Seller reserves the right to change or withdraw credit and thereby suspend or cancel performance under any or all purchase orders or agreements in which Seller has extended credit to Buyer.
5. Delivery and Title: All deliveries will be made "EXWORKS" place of shipment. Title and risk of loss pass to the Buyer upon delivery of the Product to the carrier. Seller's delivery dates are estimates only and Seller is not liable for delays in delivery or for failure to perform due to causes beyond the reasonable control of the Seller, nor shall the carrier be deemed an agent of the Seller. A delayed delivery of any part of an Order does not entitle Buyer to cancel other deliveries.
6. Returns, Refunds and Exchanges:  
Returns: Only products originally shipped from Seller will be considered for return. Any return must be in the original packaging and in unused condition except if approved for failure analysis/warranty evaluation by the Seller's sales representative via a Return Material Authorization (RMA).  
Exchanges: Any item for exchange must be in new condition and in the original packaging. Exchanges must be requested within 30 days of ship date. Defective item(s) may be exchanged/returned for the same item. Items purchased from Seller that have been used or altered will not be accepted for exchange.

Return Freight / Restocking Fee: Seller reserves the right to charge cancellation and restocking fees, at a minimum rate of 10% or \$50, whichever is higher, to be deducted from the Customer refund. Seller does not refund the original shipping and handling. Customer is responsible for all return freight charges. Seller does not accept COD shipments.

Refunds: Upon receipt and inspection of returned item(s), Seller will advise of the refund status. In the case of factory warranty or failure analysis, Seller will issue any applicable credit pending confirmation of failure. Seller initiates credits via the original method of payment upon approval.

7. **Limited Warranty:** Subject to the provisions of Clause 8 below, Seller warrants that the goods will correspond with their specification at the time of delivery and will be free from defect in both materials and workmanship for a period of twelve (12) months from the Delivery Date. If Seller breaches this warranty, Buyer's remedy is limited to (at Seller's election) (1) refund of Buyer's purchase price for such Production (without interest), (2) repair of such Products, or (3) replacement of such Products; provided that such Products must be returned to Seller, along with acceptable evidence of purchase, within 30 days from date of delivery, transportation charges prepaid. No warranty will apply if the Product has been subject to misuse, static discharge, neglect, accident or modification, or has been soldered.  
Save as expressly provided in these terms and conditions, all implied warranties, terms and conditions (whether statutory or otherwise) are excluded to the fullest extent permitted by law. In particular, seller makes no warranty respecting the merchantability of the products or their suitability or fitness for any particular purpose, non-infringement of third party rights and warranties against latent defects.
8. **Limitation of Liabilities:** Buyer shall not be entitled to, and seller shall not be liable for, loss of profits or revenue, promotional or manufacturing expenses, overheads, business interruption cost, loss of data, removal or reinstallation costs, injury to reputation or loss of buyers, punitive damages, infringement, loss of contracts or orders or any indirect, special, incidental or consequential damages of any nature. Buyer's recovery from seller for any claim shall not exceed the purchase price paid for the affected products irrespective of the nature of the claim whether in contract, tort, warranty, or otherwise. Buyer will indemnify, defend and hold seller harmless from any claims based on (a) seller's compliance with buyer's designs, specifications, or instructions, (b) modification of any products by anyone other than seller, or (c) use in combination with other products.
9. **Use of Products:** Unless otherwise noted, products sold by Seller are not designed, intended or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If Buyer uses or sells the products for use in any such applications: (1) Buyer acknowledges that such use or sale is at Buyer's sole risk; (2) Buyer agrees that Seller and the manufacturer of the Products are not liable, in whole or in part, for any claim or damage arising from such use; and (3) Buyer agrees to indemnify, defend and hold Seller and the manufacturer of the Products harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.

10. Force Majeure: Seller is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond Seller's reasonable control including, but not limited to, acts of God, natural or artificial disaster, riot, war, strike, delay by carrier, shortage of Product, acts or omissions of other parties, acts or omissions of civil or military authority, Government priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, acts of terrorism, delays in transportation or inability to obtain labour, materials or Products through its regular sources, which shall be considered as an event of force majeure excusing Seller from performance and barring remedies for non-performance. In an event of force majeure condition, the Seller's time for performance shall be extended for a period equal to the time lost as a consequence of the force majeure condition without subjecting Seller to any liability or penalty. Seller may, at its option, cancel the remaining performance, without any liability or penalty, by giving notice of such cancellation to the Buyer.
11. General: (a) The laws of Province of British Columbia will exclusively govern any dispute between Seller and Buyer; (b) Buyer may not assign this Agreement without the prior written consent of Seller. Seller or its affiliates may perform the obligations under this Agreement. This Agreement is binding on successor and assigns, (c) Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses.