

OTTER™-Series Truck Scale Limited Warranty Policy

Effective on orders placed after January 1, 2025.

Subject to the terms and conditions stated herein, **Anyload Weigh & Measure Inc.** (hereafter referred to as "ANYLOAD") warrants that its OTTER™-series vehicle scales are free from defects in material and factory workmanship for the time periods defined below, beginning from the date of shipment from ANYLOAD.

Warranty Coverage Periods

- **Ten (10) Years**
Covers the OTTER™ weighbridge structure, including the steel deck and primary welded frame components, when maintained under an active biannual inspection and calibration agreement with an authorized service provider. All service records must be retained and promptly made available upon request, as verified to ANYLOAD's satisfaction, to validate continued coverage. Failure to maintain such documentation voids this coverage in its entirety.
- **Five (5) Years**
Applies to the same components when no qualifying service agreement is in place or when service documentation is incomplete.
- **One (1) Year**
Applies to load cells, junction boxes, indicators, and wiring assemblies originally supplied by ANYLOAD, provided they are installed and grounded per ANYLOAD instructions and in a location meeting environmental and electrical standards specified by ANYLOAD.

Scope of Warranty

This Limited Warranty applies only to products manufactured and supplied by ANYLOAD as part of the original shipment. Replacement parts, consumables, or third-party components are excluded unless explicitly stated in writing by ANYLOAD. Coverage is limited to defects in material or factory workmanship during normal use and within rated capacities.

ANYLOAD may require return of any part, freight prepaid, for inspection before approving any remedy. Any repair, replacement, or credit is at ANYLOAD's sole discretion.

This Warranty excludes damage or deterioration from environmental exposure, wear, corrosion, oxidation, or cosmetic change not affecting function. It excludes failures caused by improper installation, misapplication, overloading, welding on or

near the scale, inadequate grounding, or omission of surge protection.

Compensation may be adjusted to reflect fair and reasonable depreciation, as established by ANYLOAD, to account for the component's age, use, and operating environment.

ANYLOAD shall not be responsible for costs of removal, reinstallation, travel, rigging, freight, calibration, or inspection, nor for downtime, loss of use, business interruption, or consequential damages of any kind. Under no circumstance shall ANYLOAD be obligated to provide replacement in excess of the depreciated value of the original component or the original purchase price, whichever is lower. This approach ensures equitable consideration consistent with normal product life expectancy while aligning remedy value with the actual service duration realized.

The remedies provided herein are the purchaser's sole and exclusive remedy.

All implied warranties, including merchantability or fitness for a particular purpose, are hereby disclaimed to the maximum extent permitted by law.

Conditions Which Void or Limit Warranty Coverage

Warranty coverage shall be void or limited if:

- A. The equipment has been subjected to misuse, abuse, overloading, negligence, unauthorized modification or repair, tampering, improper installation, or damage resulting from accident, impact, collision, or environmental submersion and or otherwise installed and or operated contrary to ANYLOAD instructions;
- B. Electrical damage results from improper grounding, absence of surge protection, unapproved electrical connections, or welding on or near the scale without safeguards;
- C. The equipment has been exposed to corrosive, marine, chemical, incendiary, or high-moisture environments without proper disclosure or without the use of ANYLOAD-supplied materials, ratings, or configurations specified for such conditions.
- D. ANYLOAD equipment has been integrated with third-party peripherals, automation systems, or accessories that negatively interfere with system operation or contribute to failure;

E. The product's serial number has been removed, altered, obscured, or rendered illegible;

F. The equipment has been resold, relocated, repurposed, or installed in a different jurisdiction, climate, or operating environment without prior written notification and approval by ANYLOAD;

G. Damage arises from events beyond ANYLOAD's reasonable control, including but not limited to lightning, fire, flood, earthquake, windstorm, theft, vandalism, pest intrusion, civil unrest, power irregularities, or any act of God;

H. Installation, inspection, or maintenance has been performed by personnel not trained or authorized by ANYLOAD.

ANYLOAD retains sole authority to interpret whether any condition above applies and whether a claim qualifies for warranty consideration. No dealer, distributor, or representative is authorized to modify or extend this Limited Warranty.

Governing Law and Dispute Resolution

This OTTER™-Series Limited Warranty is governed by and subject to ANYLOAD's General Terms and Conditions of Sale, including all provisions concerning governing law, jurisdiction, and dispute resolution. In the event of conflict, this policy supersedes other warranty statements for OTTER™-Series products only and shall not alter or limit the rights of ANYLOAD under its General Terms and Conditions of Sale. ANYLOAD's full Terms and Conditions of Sale are available upon request or at www.anyload.com.

Each sale of OTTER™-Series products shall be deemed executed in the jurisdiction of the selling ANYLOAD entity and governed by the substantive laws of that jurisdiction, excluding its conflict-of-law rules. ANYLOAD may, at its sole discretion, designate an alternative governing law, forum, or arbitral venue in any jurisdiction in which ANYLOAD or its affiliates are incorporated, registered, or conduct principal operations, if deemed more suitable for resolution of the matter. Unless otherwise determined by ANYLOAD, disputes shall be submitted to final and binding arbitration conducted in English under the arbitration rules applicable in the selected jurisdiction. The arbitral award shall be final, non-appealable, and enforceable in any court of competent jurisdiction. Purchasers expressly waive any right to class, collective, or consolidated proceedings, and agree that all claims shall be brought individually.

In the event of inconsistency between translations, the English version of this document shall prevail.



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