

STRACK SCALES SERVICE, INC.
GENERAL CONDITIONS OF SALE

TERMS AND CONDITIONS

All quotations, products and services provided by Strack Scales Service, Inc. ("Strack") to any customer, end-user or other purchaser ("Buyer") are furnished only on the terms and conditions stated herein. By ordering and accepting delivery of products and/or services from Strack, Buyer agrees to and accepts these terms and conditions and agrees that, unless modified by separate negotiated agreement as provided below, these terms and conditions, together with the item, quantity, price, and similar terms as confirmed Strack's order acknowledgment and/or invoice, constitute the entire agreement of the parties, superseding all other communications and documentation. Strack hereby expressly rejects any different or additional terms, preprinted or otherwise, contained or referenced in any purchase order or other documentation furnished by Buyer, whether before or after delivery of the products or services, even if receipt thereof is acknowledged by signature or otherwise. **No modification of these terms shall be effective unless set out in a separate negotiated agreement signed by an authorized officer of Strack.**

QUOTATIONS & PRICES

All prices are in US Dollars and, unless otherwise specified by Strack in a separate written agreement or quotation, are subject to change without notice. Verbal quotations for custom products or special services expire at the close of business on the date made, if not first accepted in writing or withdrawn. Written quotations are valid for the period specified therein or, if not otherwise specified, for 30 days from date of issuance, and may be changed or withdrawn at any time prior to acceptance. Clerical or typographical errors are subject to correction. Quoted prices and delivery dates are valid only for the quantities, terms and payment schedule specified and may be subject to increase based on increases on material costs. Prices do not include, and Buyer is responsible for payment of, any applicable sales, use, value added, goods and services, excise, property, customs, stamp, documentary, import/export, or other taxes, tariffs, fees, duties, permits, withholdings or like charges, whether domestic or foreign, related to the products and/or services supplied hereunder. Any such amounts paid by Strack (including any payments upon subsequent audit) will be invoiced to and payable to Buyer unless Buyer provides an exemption certificate acceptable to the applicable government authority. All proposals and price quotations prepared by Strack are confidential and remain the property of Strack.

ORDERS & ACCEPTANCE

Orders must be presented in writing or via electronic means acceptable to Strack and will be binding upon Strack only when accepted at its principal office by written or electronic acknowledgment. Strack reserves the right, at its option and without liability, to refuse any other, in whole or in part, or to specify an alternate delivery schedule if orders from all sources exceed its inventory or ability to deliver. For custom products or special services ordered without a prior quotation, Strack may provide a quotation or order acknowledgment outlining its terms of acceptance, including any necessary clarifications to terms, specifications, pricing and/or delivery. Where orders are placed, acknowledged, and/or invoiced by electronic transmission, the data transmitted will be deemed "in writing" and "signed;" and any printout of electronic transmissions maintained in the ordinary course of business will be considered an "original" and admissible as between the parties to the same extent and under the same conditions as other records maintained in documentary form. Strack will be entitled to assume that persons placing orders on behalf of Buyer (electronically or otherwise) are authorized to do so and to accept the terms and conditions herein.

PAYMENT TERMS

For customers without approved credit terms, all orders require payment prior to shipment by COD, letter of credit, or other payment approved by Strack. Deposits or stage payments, if any, are non-refundable. Credit terms, if any, require Strack's written approval and are measured by date of invoice. Payment terms will not be

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affected by any delay in delivery, installation or acceptance; provided, however, that if shipment or products is delayed due to Buyer's acts or omissions, payment will be due on the scheduled payment date, and the products will be stored at Buyer's expense and risk for the duration of such delay. Notwithstanding credit approval, Strack reserves the right to modify credit terms or require prior payment, letter of credit, or COD, when, in the opinion of Strack, Buyer's financial condition or previous payment record so warrants. If Buyer becomes delinquent in any payment due, Strack in its discretion may take any actions permitted by law, including set off, and may institute credit hold procedures on all open orders. Future orders will not be confirmed until Buyer's account is brought current, including any outstanding interest charges. A service charge of 1 ½% per month will be charged on all past due balances. If Strack deems it necessary to refer an account to an agent or attorney for collection, all costs and expenses of collection (including, without limitation, reasonable attorney's fees) will be charged to Buyer's account, up to the maximum amount allowed by law.

DELIVERY & INSPECTION

Title will pass upon delivery to the carrier at Strack's dock, as evidenced by a signed bill of lading, and, if not previously accepted, receipt of delivery by or on behalf of Buyer will constitute acceptance of these terms and conditions. Shipments may also be prepaid by Strack and invoiced to Buyer. Strack will endeavor to deliver accepted orders promptly; it is understood, however, that dates indicated for delivery or performance represent Strack's best current estimates only and Strack will have no liability for failure to perform within such dates. Accordingly, time of the delivery shall not be of the essence. Buyer must inspect all products upon arrival and provide written notice to Strack, within 10 days following receipt, of any claim for shortage or other nonconformance. If Buyer fails to give timely notice, all products will be deemed accepted. Use or resale products in any manner following delivery will also constitute acceptance by Buyer. Any claim for loss or damage in transit should be made directly to the delivering carrier.

CHANGE, CANCELLATION & RETURN

Changes requested by Buyer after order acceptance must be submitted in writing and are subject to written acceptance by an authorized representative of Strack. Costs and/or delays resulting from such changes will be solely determined by Strack and binding upon Strack. Unilateral cancellation of a purchase order by Buyer will constitute a breach of contract and is subject to a cancellation/restocking charge. This charge will be a minimum of 30% of the purchase order value and a maximum of costs and commitments incurred by Strack toward fulfillment of the order through the date of termination. Orders for special order or custom products are non-refundable and cannot be cancelled once in production. Strack's performance is subject to approval of Buyer's credit and Strack, with reasonable cause, may cancel or suspend performance of any order if Buyer fails to meet any of its obligations as provided herein. No approval shall be granted for the return of Goods under any circumstances where the original invoice for such Goods is more than one hundred eighty (180) days prior to the date that a request is made to Strack for such approval. A minimum Restocking charge of 30% of the purchase order value will be applied for all items returned that are not due to Strack errors or negligence. No credit will be issued for returned Goods where the net amount involved is less than \$100.00, or for special/nonstandard products, except when an error made by Strack is to be corrected. Once a RMA number is assigned, the product must be returned to Strack within 30 days.

SERVICE & INSTALLATION

Product prices are exclusive of any required installation, start-up or field services. Such services, if requested, will be provided at Buyer's expense.

WARRANTY

No warranty is given or implied in relation to any equipment supplied by Strack unless confirmed in writing by Strack to the Buyer. Any warranties will be enforced per manufacture stated warranty policy.

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USE RESTRICTIONS & REQUIREMENTS

Buyer is responsible for compliance with all applicable laws, regulations, codes, recommendations and requirements of government authorities pertaining to the products, their import, export, transfer, sale, installation, service, storage and use, it being understood that Strack makes no warranty of any kind regarding compliance with such requirements. Each party shall defend, indemnify and hold harmless the other from all liabilities, claims, losses, damages and expenses (including without limitation reasonable attorney's fees) arising out of any breach of these terms and conditions, except as limited therein.

"Decision Rule"

During periodic contract review, Strack Scale Service shall communicate to its customer the specification or standard employed, taking into account levels of risk, and the Decision Rule associated. The Decision Rule enforced by Strack Scale shall be: *"The statement of pass/fail is based upon test results falling within the specified tolerance without the uncertainty of measurement being a factor."* Information on risks associated with the Decision Rule may be found on ILAC G8 publication. If the Decision Rule is to be modified by the customer's request, further consideration of risk levels is not necessary. A copy of these General Conditions of Sale shall be supplied to the customer at the time of review.

FORCE MAJEURE

Neither party will be liable for non-performance or delay in performance of any obligations (other than payment of sums due) to the extent caused by events or circumstances beyond its reasonable control and other negligence on its part, provided the affected party uses reasonable efforts to avoid or remove any causes of nonperformance and continues performance with reasonable dispatch whenever such causes are removed. For delays, resulting from such causes, performance will be correspondingly extended.

GOVERNING LAW

These terms and conditions, all transactions to which they may apply, and any disputes arising out of products or services supplied hereunder, shall be governed by the laws of the State of Ohio and the United States of America, excluding any conflict of law provisions thereof. The United Nations Convention on Contracts for The International Sale of Goods, the Uniform Law on the Formation of Contracts for the International Sale of Goods, and any applicable international discovery and service of process conventions will be inapplicable.

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