

Aldinger Company 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 Management of the location issuing the quotation. All orders received are subject to acceptance by the Management 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 and certified as approved for construction for the specific order.

7. PAYMENT.

Calibration/Repair Services - Payment for services are due upon delivery. We accept cash, check, ACH or credit card*. Upon credit approval payment terms are Net 30. Cash, check or ACH accepted. Net 30 or longer terms paid by credit card will include a 3% service charge. Payments made beyond 30 days will be subject to a 1% per month late payment fee.

Standard Products/Short Term Rentals - Payment for equipment is due at the time of delivery. We accept cash, check, ACH or credit card*. Upon credit approval payment terms are Net 30. Cash, check or ACH accepted. Net 30 or longer terms paid by credit card will include a 3% service charge. Payments made beyond 30 days will be subject to a 1% per month late payment fee.

Custom Order/Integrated Products -- 50% down payment due with order, 30% due prior to delivery, 20 % due Net 30, OAC - We accept cash, check, ACH or credit card*. Net 30 or longer terms paid by credit card will include a 3% service charge. Payments made beyond 30 days will be subject to a 1% per month late payment fee.

**We accept MasterCard, Visa and American Express*

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 its best efforts to meet the indicated delivery dates, but cannot be held responsible for its failure to do so due to fire, war, civil commotion, strikes, failure of transportation, any act of God, or by other cause beyond its 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.

Any equipment or work that remains to be furnished under the contract may only be canceled by the Buyer 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. PRODUCT WARRANTY.

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.

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., its 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 its 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 its 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.

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