

TERMS AND CONDITIONS

The following provisions form part of the quotation on the face hereof, as express agreements between RUSTY'S WEIGH, 408 N. INTERSTATE 27, LUBBOCK, TEXAS 79403 and the Buyer governing the terms and conditions of the sale, subject to modification only in writing signed by the local manager or an executive officer of the Company. In the event of any differences between these terms and conditions and those of Buyer, Buyer acknowledges that notwithstanding anything to the contrary, that these terms and conditions shall prevail and Buyer's signing of this quotation or accepting the goods and services to be delivered hereunder shall be conclusive proof thereof.

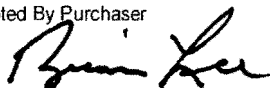
1. If the order is under and according to a Company dealer or distributor contract with Buyer in force at the time of acceptance, the provisions of such contract will control except as expressly otherwise provided on the face hereof.
2. The Company warrants and agrees that if, within one year after shipment thereof, any part manufactured by the Company should fail because of defective material or workmanship in its manufacture and the Company be notified promptly in writing of the nature of the defect, the Company will, (if Buyers account with Seller is then and remains current), replace such part, free of charge, provided the Buyer pays travel expense to and from the nearest Rusty's Weigh Division Service Shop. (Travel charges incurred during the first 90 days following installation are non-chargeable). The warranties, if any, of the respective manufactures thereof must be resorted to with respect to articles and materials not manufactured by the Company. Under this provision the Company will be deemed to have manufactured articles bearing the Company's name-plate or trademark and components bearing plates or marks of others, special accessories, steel, and materials or supplies for installation. COMPANY'S WARRANTIES AS SET FORTH IN THIS PARAGRAPH 2 ARE EXCLUSIVE AND ARE IN LIEU OF, AND BUYER HEREBY WAIVES, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS.
3. Unless and until all sums (however evidenced) payable in respect of the sale and delivery of the goods have been fully paid in money and satisfied: (a) the goods shall remain strictly personal property, however affixed to realty, title thereof and ownership thereof shall remain in Company; and Buyer shall keep the property insured and free from liens or encumbrances, pay all taxes thereon, make good all loss, damage, or deterioration, and take all steps necessary to preserve the Company's title, including the execution and filing of all instruments necessary for such purpose. (b) Company shall have, and in the event of default in the terms hereof, may exercise cumulatively and not in the alternative, all rights and remedies provided by the applicable laws of the jurisdiction, as if expressly herein so provided, and, in so far as permitted by such laws, may declare all sums payable hereunder immediately due and payable, may take possession of the property or any part thereof wherever found, and may the same at public or private sale on such terms as it may deem advisable, giving Buyer 10 days written notice of the time and place of the sale, at which Company may bid and become a Buyer, the proceeds of such sale, shall be applied, in the order stated, to the costs of the expenses of search, seizure, removal, storage, advertisement, sale, collection and enforcement, to the interest on the amount due and unpaid purchase price, and to any other sums owing to the Company and Buyer, any excess shall be remitted to Buyer and the Buyer shall forthwithpay any deficiency.
4. (a) Except as otherwise expressly stated on the face of this acknowledgment: The goods shall be delivered F.O.B. cars, Company's factory; the prices charged shall be the Company's prices regularly established at the time of shipment, all stated discounts shall apply to list prices; Buyer shall, in addition, pay all shipping and handling charges from factory, or their equivalent, and also taxes on the sale, delivery or use. Nevertheless, in all cases: Company reserves the right to elect terms of payment C.O.D., SDB/L or Net 30 days after shipment and accounts past due shall bear interest at the highest lawful contract rate, and Buyer shall pay all costs and expenses, including attorney's fees, incurred in collecting the same.
5. The order is not subject to cancellation by Buyer except prior to shipment and then only on the payment to Company of 20% of the Net price as agreed liquidated damages, which Buyer agrees to pay.
6. UNDER NO CIRCUMSTANCES SHALL THE SELLER HAVE ANY LIABILITY FOR LIQUIDATED DAMAGES OR FOR COLLATERAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR FOR THE LOSS OF PROFITS, OR FOR ACTUAL LOSSES OR FOR LOSS OF PRODUCTION OR PROGRESS OF CONSTRUCTION, WHETHER RESULTING FROM DELAYS IN DELIVERY OR PERFORMANCE, BREACH OF WARRANTY, CLAIMS OF INCORRECT WEIGHING, CLAIMS OF OR FOR NEGLIGENCE MANUFACTURE, ACTS OF GOD, OR OTHERWISE. THE AGGREGATE TOTAL LIABILITY OF THE SELLER5 UNDER THIS CONTRACT, WHETHER FOR BREACH OF WARRANTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE CONTRACT PRICE. BUYER AGREES TO INDEMNIFY AND HOLD HARMLESS SELLER FROM ALL CLAIMS BY THIRD PARTIES WHICH EXTEND BEYOND THE FOREGOING LIMITATIONS ON SELLERS LIABILITY.
7. WARRANTY repairs performed at the customers request out side of normal working hours (8 AM thru 5 PM; Monday thru Friday) or on Legal Holidays, the Customer will be charged 1/2 the current published rate for regular over time and the Regular hourly rate for Sundays or Holidays.

This Quote is valid for thirty (30) days from Date issued.

Standard Terms of payment, 30% on acceptance, 50% on completion of concrete work, 20% on completion of installation.

Accepted By Purchaser

By:



Title:

Co Judge - Titus

Date:

6-13-16