

## Standard Terms and Conditions of Sale - Authorized Dealer

### **Conditions of Sale**

All Purchase orders for Scalesco Enterprise Co (Canada)., Ltd. (herein referred to as SEC) product and services shall be subject to the terms and conditions within this document. No modifications of these terms and conditions, unless agreed to in writing by SEC. The failure of SEC to object to provisions contained in any purchase order or other communication from the purchaser shall not be construed as a waiver of these terms.

### **Pricing**

List prices are published by SEC within the list price schedule. List price schedules will be reviewed every six months, January and July, by SEC. SEC will provide a 15 day notification of price changes via electronic or hard copy via fax, e-mail, or USPS first class mail. Open purchase orders with a confirmed delivery schedule are not subject to price increase for 60 days from the published list price schedule.

### **Errors**

All clerical errors are subject to correction without penalty to SEC.

### **Purchase Order Change Requests**

All purchase orders accepted and shipped by SEC for products listed in the list price schedule are final. Changes to a shipped purchase orders will require the purchaser to pay for return shipping charges. All products are to be returned in an unused and un-opened condition.

### **Custom Product Development**

All products purchased and not listed in the List Price Schedule are defined as custom. Changes from the original agreed to specification on which an accepted order or proposal is based will not be accepted unless requested and agreed to in writing then subject to the following conditions; in the event the change increases the cost of the product, including component and expenses incurred in the modifying a partially or completed manufactured product, then such additional expenses shall be added to the original accepted price.

### **Cancellation**

Any order or contract may be cancelled by the purchaser only upon payment of the reasonable charges based upon expenses already incurred and committed to by SEC.

### **Penalties and Delays**

No penalty clause of any kind shall be effective unless specifically agreed to in writing by SEC. SEC shall not be liable for any damages caused by delays beyond SEC control. This includes, with limitations, fire, strike, act of God, transportation failures, or inability to obtain labor, material, or manufacturing facilities. In the event of such delay, the date of delivery shall be extended for a period equal to the time lost by reason of delay.

### **Taxes**

Any manufacturer's tax, use tax, sales tax, tax or duty of any nature whatsoever, which may be assessed against this order, shall be added to the quoted price or invoiced and shall be paid by the purchaser. In the event SEC is required to pay for such tax or duty, the purchaser shall reimburse SEC or shall provide SEC, at the time of order submitted, with exemption certification or other documents acceptable to taxing or customs authorities.

### **Delivery**

SEC products are shipped ex works Fairmont, MN. Delivery dates are approximate and are based on prompt receipt of all necessary information from the purchaser. All risk of loss or damage pass to the purchaser upon shipment.

### **Damages, Incorrect or Loss of Shipment**

SEC is not responsible loss in transit and all such claims must be made by the purchaser, direct to the carrier. SEC will assist insofar as practical in securing satisfactory adjustment or reasonable claims. SEC is responsible for all damages made to product due to improper packaging of new goods. Claims for shortages, incorrect shipment or damaged product must be made in writing within 30 days from shipment by SEC. Failure to give SEC such written notice within the 30 day period shall be an unqualified acceptance of the equipment and a waiver by the purchaser of any claims.

### **Payment Terms**

Scalesco Enterprise Co (Canada). payment terms are net thirty (30) days to qualified dealers. Initial orders prior to credit approval will be sent C.O.D. or prepaid via check or credit card. All credit card (Mastercard, Visa, Discover) payments are subject the final invoiced price, including shipping charges. A reasonable credit limit will be enforced until a reasonable credit record has been established. Failure to maintain a favorable credit record will result in reverting to a C.O.D. or prepayment with order status. SEC reserves the right to require a 50% down payment on orders over credit limit or Custom product purchase orders.