

**SPI Limited DBA The Scale People, Inc., DBA The Lab People, Inc.**  
**TERMS AND CONDITIONS**

**1. FORMATION OF CONTRACT**

By placing an order, accepting or paying for the goods specified on the face of this order or quotation, Purchaser agrees to the terms and conditions of sale contained herein. If Purchaser objects to any of these terms, such objection shall be in writing and received by The Scale People at the address stated on the front hereof prior to commencement of performance by THE SCALE PEOPLE. Any additional or different terms contained in Purchaser's form are objected to by THE SCALE PEOPLE without need of further notice, and shall not be binding on THE SCALE PEOPLE unless expressly accepted in writing by an officer of THE SCALE PEOPLE. THE SCALE PEOPLE's written confirmation of the order shall not constitute an acceptance by THE SCALE PEOPLE in writing of any additional or different terms contained in Purchaser's form. To the extent that Purchaser has requested THE SCALE PEOPLE to provide services, including calibration of goods (the "Services"), to the extent applicable, the term "goods" used in these terms and conditions, shall refer to the Services described on THE SCALE PEOPLE's Calibration and Service Return Form.

**2. TERMS OF PAYMENT**

If THE SCALE PEOPLE extends credit to Purchaser, terms of payment shall be net 30 days from invoice date unless otherwise specifically agreed by THE SCALE PEOPLE in writing. Interest shall be assessed on any amounts outstanding after 30 days in the amount of the lesser 1 1/2% per month of the unpaid balance (annual rate of 18%) or the maximum interest rate allowed by law. If purchase is being made from outside the United States of America, payment shall be made in United States Dollars. THE SCALE PEOPLE reserves the right to withdraw any offer to sell or to cancel any agreement prior to shipment of goods if, in THE SCALE PEOPLE's sole judgment; Purchaser's credit record is inadequate. THE SCALE PEOPLE also reserves the right to change the credit terms, or to withdraw credit.

**3. SHIPMENTS**

Unless otherwise indicated on the face of this order or quotation: (a) shipments shall be FCA (incoterms 2010) THE SCALE PEOPLE's Facility in Newport News, VA, Columbia, MD or any Manufacturers location ; (b) THE SCALE PEOPLE, at its option, may hold all goods for shipment at one time, or may make partial shipment provided an agreed delivery schedule is met subject to Item 4 of these terms; and (c) each shipment shall be treated as separate contract for the purposes of these Terms of Sale, and THE SCALE PEOPLE may refuse to make additional shipments if Purchaser is in breach with respect to any prior shipment.

**4. DELIVERY**

Any order for standard goods, entered and confirmed with a delivery date, shall be subject to the following limitations in regards to change of delivery requested by Purchaser. If the order is within zero to 2 weeks of scheduled delivery, no change of delivery date shall be allowed. If the order is greater than 2 weeks of the scheduled delivery, the delivery date may be changed with the prior written consent of THE SCALE PEOPLE and the payment of an agreed upon surcharge. Any order for custom goods may not be changed without the prior written approval of THE SCALE PEOPLE.

**5. ACCEPTANCE**

Purchaser will be deemed to have accepted the goods described on the face hereof THE SCALE PEOPLE does not receive written notice of rejection within 10 days of receipt by Purchaser. In any event, payment shall constitute acceptance.

**6. DESIGN**

Unless otherwise specifically agreed in writing, THE SCALE PEOPLE reserves the right to adopt any changes in the design or manufacture of the goods.

**7. LIMITED WARRANTY**

THE SCALE PEOPLE and Manufacturers it represents warrants that the goods sold hereunder sit free from defects in material and workmanship for period of time set forth in the Product's operating manual or operating instructions or if THE SCALE PEOPLE is providing Services, the warranty period for such Services (and any replacement parts) shall be

one (1) year from the date of delivery of the serviced goods or the warranty period provided by the manufacturer. The manufacturer's warranty supersedes The Scale People's warranty period ("Warranty Period"). Seller warrants its good(s) only to the original Purchaser. There are no warranties whatsoever on goods bulk or acquired, wholly or partially, to a Purchaser's designs or specifications. This express warranty in this section is in lieu of and excludes all other warranties, express or implied, by operation or law or otherwise including THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER KNOWN TO SELLER OR NOT), all other such warranties being hereby expressly disclaimed by Seller and waived by Purchaser. Written notice of claimed defects shall have been given to THE SCALE PEOPLE within the Warranty Period, and within thirty (30) days from the date any such defect is first discovered. The good or parts claimed to be defective must be returned to THE SCALE PEOPLE, accompanied by a Return Material Authorization (RMA) issued by THE SCALE PEOPLE 's facility responsible for supplying goods, with transportation prepaid by Purchaser, with written specifications of the claimed defect. If warranty claim is valid, THE SCALE PEOPLE shall pay reasonable one-way costs of transportation of the defective goods from either the original destination or the location where defect occurred, whichever is closest to THE SCALE PEOPLE 's facility. If the warranty return is "No Problem Found," the Purchaser is responsible for an RMA evaluation and return shipping charges. Debit memos to accounts payable are not allowed for any returned goods without the prior written approval of THE SCALE PEOPLE. Under no circumstances shall THE SCALE PEOPLE be liable for removal of the goods from Purchaser's equipment or reinstallation into Purchaser's equipment. No person including any agent, distributor, or representative of THE SCALE PEOPLE is authorized to make any representation or warranty on behalf of THE SCALE PEOPLE concerning any goods. This limited warranty shall not apply to goods that have been subjected to abuse, neglect, accident, incorrect wiring, improper installation or servicing, or use in violation of instructions furnished by THE SCALE PEOPLE, that have been repaired or altered by anyone except THE SCALE PEOPLE or its authorized service agencies; the serial number or date code have been removed, defaced, or otherwise changed.

## **8. PATENT INDEMNITY**

THE SCALE PEOPLE shall have no liability for infringement of any patents, trademarks, copyrights, trade dress, trade secrets or similar rights except as specifically provided in this section. Any liability of THE SCALE PEOPLE shall be limited as set forth in Section 10. THE SCALE PEOPLE will defend and indemnify Purchaser against allegations of infringement of U.S. patents, U.S. trademarks, copyrights, trade dress and trade secrets as (hereinafter collectively referred to as the 'Intellectual Property Rights') subject to the limitations and conditions set forth in this Section. THE SCALE PEOPLE will defend, at its expense, and will pay the cost of any settlement or damages awarded in any action brought against Purchaser based on an allegation that an item sold to Purchaser ("Item") infringes the Intellectual Property Rights of a third party. THE SCALE PEOPLE 'S obligation to defend and indemnify Purchaser is contingent on Purchaser notifying THE SCALE PEOPLE within ten (10) days after Purchaser becomes aware of such allegations of infringement, and THE SCALE PEOPLE having sole control over the defense of any allegations or actions including all negotiations for settlement or compromise. If an Item is subject to a claim that it infringes the Intellectual Property Rights of a third party, THE SCALE PEOPLE may, in its sole discretion, procure for PURCHASER the right to continue using the Item, replace or modify the Item so as to make it non-infringing, or offer to accept return of the Item and return the purchase price less a reasonable allowance for depreciation. Notwithstanding the foregoing, THE SCALE PEOPLE shall have no liability for claims of infringement based on information provided by Buyer, or directed to Items for which the designs are specified in whole or in part by Purchaser, or infringements resulting from the modification, combination or uses in a system of the Items. The foregoing provisions of this Section shall constitute THE SCALE PEOPLE'S sole and exclusive liability and Purchaser's sole and exclusive remedy for infringement of Intellectual Property.

Rights if claim is based on information provided by Purchaser or if the design for an Item is specified in whole or in part by Purchaser, Purchaser shall defend and indemnify THE SCALE PEOPLE for all costs, expenses or judgments resulting from any claim that such Item infringes any patent, trademark, copyright, trade dress, trade secret or any similar right.

## **9. RETURN OF GOODS**

Only new and unused goods are eligible for return for credit within one (1) month from date of shipment; in THE SCALE PEOPLE 'S sole discretion. Restocking fee will incur with standard orders. Custom configured goods are built to Purchaser's specification and therefore may not be returned. Before any goods are accepted by THE SCALE PEOPLE, THE SCALE PEOPLE will inspect the goods to ensure they are new and unused and in proper working order and are acceptable for return for credit. Any goods that are returned for Service or Calibration will need to be returned to THE

SCALE PEOPLE with a fully completed Service & Calibration return form. These are available on our website scalepeople.com. By completing the Service & Calibration return form, Purchaser is accepting all terms & conditions contained in these terms. Any goods that have been used with Hazardous Materials (any material other than inert gas) must be 100% purged with documented data and it MUST be accompanied by a MSDS sheet for that Hazardous Material. Goods must be bagged, sealed, and tagged accordingly and the paperwork MUST be on the outside of the shipping container. THE SCALE PEOPLE will not accept delivery of any goods exposed to biological processes. THE SCALE PEOPLE will not, under any circumstances, accept goods exposed to radioactive materials or asbestos.

All non-warranty returns or goods in warranty but deemed to be damaged in the field that are returned for Service & Calibration, will be an assessed evaluation/calibration fee. THE SCALE PEOPLE will make three (3) attempts within ninety (90) days from receipt of the goods by THE SCALE PEOPLE to contact the Purchaser/customer for approval of fees and additional charges. After three (3) failed attempts, THE SCALE PEOPLE, at its sole and absolute discretion, reserves the right to dispose of the goods without any liability to Purchaser/customer whatsoever.

## **10. LIMITATION OF LIABILITY**

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE SCALE PEOPLE SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOST PROFITS ARISING OUT OF THE PERFORMANCE, DELAYED PERFORMANCE OR BREACH OF PERFORMANCE OF THIS ORDER REGARDLESS WHETHER SUCH LIABILITY BE CLAIMED IN CONTRACT, EQUITY, TORT OR OTHERWISE THE SCALE PEOPLE'S OBLIGATION IS LIMITED SOLELY TO REPAIRING OR REPLACING AT ITS APPROVED REPAIR FACILITY, ANY PRODUCTS OR PARTS WHICH PROVE TO THE SCALE PEOPLE'S SATISFACTION TO BE DEFECTIVE AS A RESULT OF DEFECTIVE SERVICES, MATERIALS OR WORKMANSHIP, IN ACCORDANCE WITH THE SCALE PEOPLE'S STATED WARRANTY. IN NO EVENT SHALL THE SCALE PEOPLE'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS THAT GAVE RISE TO SUCH LIABILITY. THIS DISCLAIMER SHALL REMAIN IN FULL FORCE AND EFFECT EVEN IN THE EVENT THAT BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL FAIL OF ITS ESSENTIAL PURPOSE THE REMEDIES OF THE PARTIES DESCRIBED ARE EXCLUSIVE AND IN LIEU OF ANY AND ALL REMEDIES UNDER APPLICABLE LAW THE TERMS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

## **11. CANCELLATION**

Termination of the order, in whole or in part, can be made only with THE SCALE PEOPLE'S prior written consent and upon terms that will indemnify THE SCALE PEOPLE against loss and afford an equitable profit.

## **12. TAXES**

All sales, use, or similar excise taxes or governmental charges imposed upon the sale or shipment of the product shall be paid for by the Purchaser and shall be added to and become part of the purchase price of the goods. It is the policy of THE SCALE PEOPLE to collect such taxes if in its judgment it is required to do so, unless Purchaser provides the appropriate tax exemption information to THE SCALE PEOPLE prior to its invoicing the order.

## **13. CONFIDENTIAL INFORMATION**

Unless specifically otherwise agreed, THE SCALE PEOPLE will not accept any disclosure to it by Purchaser of any information claimed to be confidential (including plans, drawings or specifications relating to Purchaser's proposed use of the product).

## **14. INTERNATIONAL DELIVERY**

If the purchase calls for shipment to a point outside the United States of America, acceptance by THE SCALE PEOPLE is expressly subject to its ability to obtain, on appropriate terms, any export license or permit required by applicable governmental law or regulation.

## **15. PRICE CHANGES**

THE SCALE PEOPLE reserves the right to change prices set forth in price lists, quotations, service orders, invoices and acknowledgments issued by THE SCALE PEOPLE, for goods ordered by Purchaser which at Purchaser's request are

rescheduled for a new shipment data.

## **16. GOVERNING LAW**

The validity construction and performance of this contract and the transactions to which it relates shall be governed by the laws of Virginia. All actions, claim or legal proceedings in anyway pertaining to this contract or related transactions shall be commenced and maintained in Virginia state courts or in federal court for the District of Virginia. Both parties acknowledge that, in pursuing this transaction, each has had minimum contact with Virginia and the parties hereto agree to submit themselves to the jurisdiction of such court. No actions arising out of the sale of goods covered by this order, other than an action by THE SCALE PEOPLE to recover the purchase price of such goods, may be, brought by either party more than one (1) year after the cause of action accrues.

## **17. GOVERNMENTAL CONTRACTS**

In the event the goods specified on this form are sold to the United States Government, a state government; or any agency, instrumentality or subdivision of a Federal or state government, the terms and conditions of this form shall be modified and amended only to the extent necessary to incorporate all applicable provisions of Federal, state or local procurement law.

## **18. PROPERTY RIGHTS**

Except where otherwise expressly agreed, all patterns, tools, jigs and fixtures, drawings, designs, software and other materials and data developed, fabricated or otherwise required in the performance of this order, notwithstanding any charges, shall be and remain THE SCALE PEOPLE's property and in THE SCALE PEOPLE's possession and control. Except as specifically provided for in this order, Purchaser shall have no right in any technical data or Intellectual Property Rights associated with this order. In the event THE SCALE PEOPLE agrees to provide Purchaser with proprietary information, drawings, designs or data in conjunction with this order, Purchaser agrees that such information, drawings or data will not be disclosed to a third party, or used by Purchaser, without the written permission of an authorized official of Purchaser.

## **19. RESTRICTIONS ON EXPORT**

Purchaser acknowledges that the goods and any technical data related to the goods may be controlled for export by the U.S. Department of Commerce or Department of State and that such items may require authorization prior to export from the United States or re-export. Buyer agrees that it will not export, re-export, or otherwise distribute the goods or any technical data related thereto, in violation of any export control laws or regulations of the United States.

## **20. PLACE OF MANUFACTURE**

THE SCALE PEOPLE has the right to determine in which of its manufacturing facilities all or part of the order may be fabricated, processed, assembled, etc.

## **21. UNCISG**

With respect to transactions to which the 1980 United Nations Convention for the International Sale of Goods (UNCISG) would otherwise apply and notwithstanding the venue to which the parties to a particular order may have agreed for depute resolution, the rights and obligations of the Parties hereto including these Terms and Conditions shall not be governed by the provisions of the UNCISG.

## **22. CALIBRATION SERVICES AND REPAIR**

Calibration and repair services supplied by The Scale People on-site and in the lab are performed with equipment traceable to NIST. The Scale People is responsible for inspection service results only at the time of service, utilizing generally accepted industry procedures and under the environmental and other conditions of the lab or on-site location at the time of inspection. As measuring equipment are affected by usage and varying environmental changes, The Scale People makes no claim about customer product or property once it leaves the The Scale People facility or the technician leaves the customer's location. Customer assumes responsibility for assuring their product continues to meet specifications through appropriate quality assurance procedures.

\*\*\* Claims of liability for services provided by The Scale People may NOT exceed \$500.00 \*\*\*

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