

Terms and Conditions of Sale

THIS IS A LEGAL DOCUMENT (“TERMS AND CONDITIONS OF SALE”) BETWEEN YOU (“BUYER”) AND SCALE CALIBRATORS, LLC (“SELLER”). PLEASE READ THIS AGREEMENT CAREFULLY. ACCESSING THE SCALECALIBRATORS.COM WEB SITE YOU INDICATE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT ACCESS AND USE THE SCALE CALIBRATORS, LLC WEB SITE DO NOT SIGN THIS LEGAL DOCUMENT. PLEASE NOTE THAT THE TERMS AND CONDITIONS MAY BE PERIODICALLY UPDATED AND MODIFIED, SO PLEASE BE SURE TO RECHECK THEM. BY ACCESSING AND USING SCALECALIBRATORS.COM, YOU ACCEPT, WITHOUT LIMITATION OR QUALIFICATION, THE PRESENT TERMS AND CONDITIONS. YOU ALSO AGREE TO SO ACCEPT FUTURE UPDATES AND MODIFICATIONS OF THE TERMS AND CONDITIONS.

- 1. PAYMENT TERM:** Payment terms are due at the time of purchase. If payment is not received, purchase items will not be sent to Buyer. Acceptable payment methods: credit cards and PayPal payments. If you wish to purchase any product or service, the buyer may be asked to provide certain information relevant to your purchase including, without limitation, full legal name, company details, credit card number, expiration date of the credit card, security code of the credit card, phone number, billing address, and shipping information. The buyer represents and warrants the following: (i) legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information supplied to seller is true, correct and complete. The service may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy. We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons. We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.
- 2. COMMUNICATION:** By creating an Account on our website “scalecalibrators.com”, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.
- 3. PRICES & PURCHASES:** All prices are subject to change, without notice, at any time. If you wish to purchase product(s) or service(s) you will be asked certain information, such as, your credit card number, credit card security code, credit card expiration date, billing address, shipping address, an address to name, Company Name, and phone number. As part of the purchase, you agree to the following: (i) the legal right to use the credit card(s) used in the purchase; and (ii) the information provided is true, correct, and complete. Third-party services may be used to facilitate the completion of purchase(s). By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy. We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons. We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.
- 4. AVAILABILITY AND INACCURACIES:** We work hard to update and maintain our product and service offerings. However, at times we may experience delays in updating information on our website. The information found on Services may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service. We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.
- 5. RISK OF LOSS:** It is the Buyer’s responsibility to seek compensation from the carrier for damaged or missing freight. Seller shall not be responsible for any claims or damages resulting from a delay in delivery or failure to perform which results from: governmental regulations, strike, lockouts, accident, fire, delays in manufacturing, transportation, acts of God, or any other causes beyond the control Seller. In case of partial or complete destruction of goods, Seller is excused unless destruction is due to Seller’s own negligence.
- 6. RIGHT OF INSPECTION:** Buyer shall have the right to inspect the goods on arrival and, within 7 days after delivery. Any rights of Buyer with respect to inspection shall be deferred until after payment of the purchase price.
- 7. RETURNS OF GOODS:** Please refer to our Return Policy for more information.
- 8. WARRANTY:** Seller gives 14 days limited warranty unless otherwise specified, from the date of delivery. The warranty will not apply to those goods that are damaged due to misuse, abuse, negligence or notification by any party other than Seller.
- 9. LIMITATION OF DAMAGES:** In no event, shall Seller be liable for (i) special, indirect, consequential, or punitive damages including but not limited to labor costs incurred by the Buyer or (ii) any damages whatsoever resulting from loss of use or profits

arising out of or in connection with the goods sold hereunder. In no event, shall Seller's liability exceed the purchase price of the goods in question.

10. **ACCOUNTS:** As part of an added feature, we provide you with the ability to create accounts to facilitate your purchasing history and shopping experience. With that said, you agree and guarantee that you are above the age of 18, and that the information you provide is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on the Service. You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.
11. **PRIVACY POLICY:** Please refer to our Privacy Policy for more information.
12. **TERMINATION:** We may terminate or suspend your account access immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms. If you wish to terminate your account, you may simply discontinue using the Service. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.
13. **INDEMNIFICATION:** You agree to defend, indemnify and hold harmless Scale Calibrators, LLC and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) Content posted on the Service.
14. **LIMITATION OF LIABILITY:** In no event shall Scale Calibrators, LLC, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.
15. **DISCLAIMER:** Your use of the Service is at your sole risk. The Service(s) is provided "AS IS" and "AS AVAILABLE" basis. The service(s) is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. Scale Calibrators, LLC do not warrant that a) the service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.
16. **CHANGES:** We reserve the right and discretion to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.
17. **ENTIRE AGREEMENT:** The parties intend this writing to be the final expression of the terms of their agreement and further intend that this writing be the complete and exclusive statement of all the terms of their agreement.
18. **CONTACT US:** If you have any questions regarding our Terms and Conditions please feel free to contact us at sales@scalecalibrators.com.