

## Air-Weigh Limited Product Warranty

**Limited Warranty.** Air-Weigh warrants (the "Limited Warranty") that the Products will be free from defects in material and workmanship under normal use and service with proper maintenance for the following time periods:

- (a) for new Scale kits, the Limited Warranty period will be 3 years;
- (b) for new parts and accessories sold separately, the Limited Warranty period will be 1 year; and
- (c) for repaired or refurbished items, including repaired or refurbished Scale kits and repaired or refurbished parts and accessories sold separately, the Limited Warranty period will be 90 days.

If any Product is determined to not conform to this Limited Warranty during its applicable Limited Warranty period, Air-Weigh will, at its exclusive option, either repair or replace the Product.

**Limitations of Limited Warranty.** Air-Weigh will have no obligation under the Limited Warranty with respect to any product if (a) Buyer fails to notify Air-Weigh in writing during the warranty period of a non-conformity, or (b) Buyer or any other person, entity, or governmental authority uses, misuses, or neglects the product in a manner inconsistent with the product's specifications or directions for use or maintenance, modifies the product or improperly installs, handles, or maintains the product.

**No Repair or Modification of the products.** Except as explicitly authorized or in a separate written agreement with Air-Weigh, Buyer will not service, repair, modify, alter, replace, reverse engineer, or otherwise change any of the products.

**Disclaimer of All Other Warranties.** EXCEPT FOR THE LIMITED WARRANTIES SET OUT ABOVE, NEITHER AIR-WEIGH NOR ANY PERSON OR ENTITY ON AIR-WEIGH'S BEHALF HAS MADE OR MAKES FOR BUYER'S BENEFIT ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, INCLUDING ANY WARRANTIES OF: (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE; (iii) TITLE; OR (iv) NON-INFRINGEMENT; WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY OTHER REPRESENTATION OR WARRANTY MADE BY AIR-WEIGH, OR ANY OTHER PERSON OR ENTITY ON AIR-WEIGH'S BEHALF.

**Limitation of Liability.**

IN NO EVENT WILL AIR-WEIGH BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO ANY BREACH OF THESE TERMS, REGARDLESS OF WHETHER OR NOT THE DAMAGES WERE FORESEEABLE, WHETHER OR NOT AIR-WEIGH WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES, OR THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED.

IN NO CASE WILL AIR-WEIGH'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO AIR-WEIGH FOR THE PRODUCTS.

THE FOREGOING LIMITATIONS APPLY EVEN IF BUYER'S REMEDIES UNDER THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.