

SCAN AMERICAN CORPORATION'S GENERAL TERMS AND CONDITIONS OF SALE

1. **GENERAL TERMS:** This sale is limited to the terms and conditions specified herein and on the SCAN AMERICAN Quotation, Sales Order and Invoice. SCAN AMERICAN does not agree to any proposed additions, alterations, or deletions by Purchaser. Any other statement or writing of Purchaser will not alter, add to, or otherwise affect these terms or conditions. Prices are subject to change by SCAN AMERICAN to those in effect at time of shipment, and/or to reflect changes that may occur in tariff freight rates (if used in determining delivered prices). Prices do not include sales, use, excise or other taxes which, if applicable, shall be the sole liability of and shall be paid by Purchaser. Unless otherwise specified, payment shall be in United States funds. Purchaser shall be liable to SCAN AMERICAN for any unpaid balance of purchase price irrespective of any loss or damage after delivery. Upon credit approval, payment terms are net fifteen (15) days or as specified in quotation. Past due payments bear interest at 1 ½% per month from their due date or the maximum permitted by law if a lesser amount. Should it become necessary for SCAN AMERICAN to enforce collection of the amounts due by legal proceedings or otherwise, Purchaser agrees to pay all fees (including, but not limited to, legal fees), which are hereby fixed at 33 1/3% of the principal amount, and to also pay all expenses associated with collection.
2. **ACCEPTANCE:** Placement of order with SCAN AMERICAN signifies Purchaser's acceptance of these terms and conditions.
3. **WARRANTY:** SCAN AMERICAN and Manufacturer warrant products to be free of defects in materials and workmanship. SCAN AMERICAN and Manufacturer will repair or replace, at their sole option, such defective products. (SCAN AMERICAN and Manufacturer do not warrant any product that fails as a result of normal wear and tear or abuse, rather than as a result of defective material or workmanship.) Purchaser shall not return any such defective product without SCAN AMERICAN'S prior written approval.
4. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS OTHERWISE SET FORTH IN WRITING AND APPROVED BY A REPRESENTATIVE DULY AUTHORIZED TO EXTEND SUCH APPROVAL BY SCAN AMERICAN. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.**
5. **LIMITATION OF LIABILITY:** PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR LIABILITY OF ANY KIND WITH RESPECT TO THE PRODUCTS FURNISHED PURSUANT TO THIS QUOTATION AND RELATED SALES ORDER AND ANY OTHER PERFORMANCE BY SCAN AMERICAN UNDER OR PURSUANT TO THIS QUOTATION AND RELATED SALES ORDER SHALL BE LIMITED TO THE REMEDY OF REPAIR OR REPLACEMENT, PROVIDED THAT IF REPAIR AND REPLACEMENT BECOME IMPRACTICABLE THEN PURCHASER'S SOLE AND EXCLUSIVE REMEDY SHALL BE A FULL RETURN OF THE PURCHASE PRICE. SCAN AMERICAN SHALL UNDER NO CIRCUMSTANCES BE LIABLE TO PURCHASER OR ANY OTHER PERSON FOR ANY OTHER DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, EVEN IF SCAN AMERICAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.
6. **RETURN GOODS:** Upon request to return any items ordered in error, the following policy will apply. Items considered to have a salvageable value will be accepted back for credit against future orders based on a restocking charge. Those items not considered salvageable by SCAN AMERICAN will not be accepted back for credit. A written Returned Goods Authorization must accompany all returns, and freight must be prepaid by Purchaser.
7. **DELIVERY:** SCAN AMERICAN shall not be liable for any delay directly or indirectly resulting from, or contributed to by, any circumstance beyond SCAN AMERICAN'S control, including, but not limited to, an act of God, war or national emergency, hurricane, fire, flood, explosion, inability to obtain necessary materials, any labor dispute or strikes (including those of carriers), or export, import, dollar exchange or other governmental regulations or restrictions. Purchaser may not cancel because of any such delay or for any other reason not the fault of SCAN AMERICAN. OTHER THAN AS SPECIFIED BY SCAN AMERICAN'S WRITTEN GUARANTEES, SCAN AMERICAN SHALL NOT BE LIABLE FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OR LOSS OF USE, REVENUE, OR PROFIT, RESULTING FROM DELAY REGARDLESS OF THE REASONS.
8. **NOTICE:** NOTWITHSTANDING SECTION 3 ABOVE, SCAN AMERICAN IS SPECIFICALLY NOT RESPONSIBLE FOR PROPERTY DAMAGE AND/OR PERSONAL INJURY, DIRECT OR INDIRECT, OR FOR DAMAGES AND/OR FAILURES CAUSED BY IMPROPER MACHINE DESIGN, APPLICATION, INSTALLATION, OPERATION, ABUSE AND/OR MISUSE OF ITS PRODUCTS.
9. **CAUTION:** SCAN AMERICAN does not warrant that the design and/or operational function of any machine that incorporates and/or intends to incorporate SCAN AMERICAN products, conforms to any local, state and/or federal regulations and standards relating to public safety, worker safety, safety guards, sanitation safety, fire safety or any other safety regulations. ALL PURCHASERS AND USERS SHOULD CONSULT THEIR APPROPRIATE LOCAL, STATE AND FEDERAL SAFETY REGULATIONS AND STANDARDS.
10. **MISCELLANEOUS:** Orders are subject to approval of SCAN AMERICAN'S Credit Department. No employee, agent or representative of SCAN AMERICAN, except an executive officer, has the authority to vary any term hereof or to make any agreement or representation not incorporated herein. This order and these general terms and conditions shall be construed in accordance with the laws of the State of Missouri, U.S.A., excluding its choice of law rules. The parties agree that any and all disputes, of whatever nature, arising under this Quotation, Sales Order, and/or Invoice will be submitted to a court of competent jurisdiction in the State of Missouri, and the parties stipulate that such courts shall have personal jurisdiction over them and waive any objectives to such personal jurisdiction.