



STANDARD TERMS AND CONDITIONS OF SALE

- 1. CONDITIONS OF SALE:** Division Scale's products are custom-manufactured to Purchaser's specific specifications per Purchaser's specific project's destination requirement specific to and based upon specific Architectural Details supplied by Purchaser and/or its Authorized Representative, et al. In short, orders provided to Division shall therefore be binding in accordance with a mutually agreed-upon Scope of Contract in accordance with Approved Shop Drawings in accordance with a mutually agreed-upon and accepted Delivery Schedule (see below) and in accordance with mutually acceptable Payment Terms (see below).
- 2. PRICES:** Prices are subject to change without notice.
- 3. PAYMENT TERMS:** Division's products are custom in nature therefore Payment Terms shall be 50% due with Purchase Order, Balance due at shipment, No Retention, No progress payments. F.O.B Origin.
- 4. ERRORS:** All clerical errors are subject to correction.
- 5. TAXES:** Any tax and/or duty of any kind or nature shall be paid by purchaser directly and accordingly. Tax exemption certificates shall be required at time of purchase. Division shall not assume any responsibility, whatsoever of any kind, to collect or pay any tax(es) due of any kind, whatsoever, on behalf of the Purchaser. Purchaser shall assume all responsibility and liability to collect any and all taxes that may be applicable, yet not limited to sales and/or use taxes, et al, based on Interstate Commerce practices and laws.
- 6. CHANGE ORDERS:** Any change in Scope of Contract shall require a Change Order from Purchaser. Division shall not assume responsibility without it!
- 7. PENALTIES AND DELAYS:** Division is not in the transportation business therefore shall not assume responsibility nor liability, of any kind whatsoever, relative to any services being rendered by independent, 3rd party transportation contractors.
- 8. CANCELLATION:** Orders cannot be cancelled at any time.
- 9. DELIVERY:** Orders shall be F.O.B Origin. Delivery dates shall be in accordance with a mutually-agreed and accepted delivery schedule. Division's Invoice date shall coincide with Division's Ship Date. Interstate Commerce laws shall prevail.
- 10. DAMAGE OR LOSS IN SHIPMENT:** Product is sold F.O.B Origin. Therefore, Purchaser shall assume all responsibility relative to any damage or loss in transit, et al from point of Origin to Destination. Should any defect or discrepancy be detected by Purchaser at time of Delivery, Purchaser shall notify the freight carrier and Division immediately upon receipt of any visible damage, etc. Any such claim must be made to both the Freight Carrier and to Division within 24 hours after receipt of shipment by Purchaser. Division shall gladly assist Purchaser help rectify any and all shipping/acceptance matters relative to any order and/or between all respective parties.
- 11. RETURNING PRODUCTS:** Division products cannot be returned without an RMA#.
- 12. GUARANTEE OF NON-INFRINGEMENT:** We warrant and guarantee that Division Scale, LLC does not infringe on any patent or copyright issued by the United States of America.
- 13. SPECIFICATIONS:** Specifications are subject to change without notice.
- 14. PAST DUE ACCOUNTS:** Division reserves the right to not ship to accounts carrying a past due balance.
- 15. TITLE:** Title to property shall not pass to purchaser until Division is paid in full.
- 16. WARRANTY:** Warranty period shall not commence until Division is paid in full.
- 17. CHANGES:** Division reserves the right to make changes without notice.
- 18. Domicile:** The laws governing shall be binding to the laws of the state of New Mexico, Bernalillo County.