



LIMITED WARRANTY

Seller warrants that all MTI WEIGH SYSTEMS products will conform to written specifications, drawings, and other descriptions made by the manufacturer, including any modifications thereof. The

Seller warrants the goods against faulty workmanship and defective materials. If any goods fail to conform to these warranties, Seller will, as its sole and exclusive liability hereunder, repair or replace such goods if they are returned within the following warranty period:

Twelve (12) months from date of shipment from manufacturer.

These warranties are made upon the following TERMS and CONDITIONS:

This warranty is limited to the original equipment manufactured by MTI WEIGH SYSTEMS. Items not covered under this warranty are batteries and normal wear items like connectors, shrouds, front panels and fuses. For the first sixty (60) days from the date of installation, the warranty covers parts, on-site labor, and limited travel time and mileage. From (61) days through (365) days, the warranty covers the cost of replacement parts only. However, at the discretion and prior approval of MTI WEIGH SYSTEMS, certain equipment may be returned, freight pre-paid, for repair, free of any parts or labor charges.

MTI's responsibility is confined to repair, replacement or credit of equipment of parts. The warranty does not extend coverage to labor, material, freight or service charges involved in removal, shipping or reinstallation of equipment or parts.

CONDITIONS WHICH VOID LIMITED WARRANTY:

This warranty shall not apply to equipment which:

- A. Examination of such goods discloses that the nonconformity exists and was caused by accident, misuse, neglect, alteration, improper installation improper or unauthorized repair, improper testing, or an act of GOD including lightning and such goods have not been modified, altered, or changed by any person other than the Seller or its duly authorized repair agents.

MTI Weigh Systems will have a reasonable time to repair or replace such goods.

THESE WARRANTIES EXCLUDE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER WILL NOT IN ANY EVENT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

IN ACCEPTING THIS WARRANTY, THE PURCHASER OR BUYER AGREES TO WAIVE ANY AND ALL OTHER CLAIMS FOR RIGHT TO WARRANTY FROM MTI WEIGH SYSTEMS. SHOULD THE SELLER BE OTHER THAN MTI WEIGH SYSTEMS THE BUYER AGREES TO LOOK ONLY TO THE SELLER FOR WARRANTY CLAIM OR CLAIMS.

No terms, conditions, understanding, or agreements purporting to modify the terms of this warranty shall have any legal effect unless made in writing and signed by a corporate officer of the Seller.