

Yamato

Yamato			
DIGITAL	Portion Control	PPC-200W Series	2 Years
		PPC-300 Series	2 Years
		PPC-300WP Series	2 Years
		Fix-100W/Pack NAVI Series	2 Years
		AW-WLG Series	2 Years
		AW-WSM Scale	2 Years
		PLS Series	2 Years
		DKS-3002 Scale	90 Days
		AW-WPS Scale	2 Years
		PB-200 Scale	2 Years
	Bench / Receiving	DP-6900 Series	2 Years
		DP-6700 Small Scale	2 Years
		DP-6700 Standard Series	2 Years
		DP-6700 NSF Series	2 Years
DSR Series		2 Years	
Platform	AW-300P Scale	2 Years	
Industrial	AW-CS Series	2 Years	
MECHANICAL	Portion Control	CW(N) Series	3 Years
		SM(N) Series	2 Years
		M Series	2 Years
		SKY Series	2 Years
	Produce	SM(N) C/P Series	2 Years
		M C/P Series	2 Years
	Bar	BC-10 Scale	2 Years
		Keg Scale	1 Year
	Tubular	Tubular Series	90 Days



GENERAL TERMS AND CONDITIONS OF SALES

The undersigned, hereinafter referred to as BUYER, and YAMATO CORPORATION, hereinafter referred to as YAMATO, agree that all sales are subject to the following terms and conditions - superseding any contrary provisions shown on BUYER'S Purchase Order(s). THESE TERMS AND CONDITIONS SHALL APPLY TO ALL SALES, REGARDLESS OF THE TERMS OF PAYMENT (i.e. "CASH" PAYMENTS, C.O.D., "OPEN ACCOUNT", LETTERS OF CREDIT, ETC.).

PRICES: Although price changes will be advised in advance whenever possible, all prices are subject to change without notice.

F.O.B. POINT: All sales are made on the basis of FOB YAMATO'S plant in Wisconsin. Title will pass when merchandise ordered is picked up by ANY carrier (motor truck line, parcel post, UPS, etc.). If shipment is damaged or lost, BUYER must file a claim with the carrier involved. This is always true, even when, of necessity, YAMATO prepays the freight (parcel post, and UPS shipments, for example). If BUYER files a claim, YAMATO will help as much as possible and will supply, on request, evidence of shipment, postal insurance number, etc. YAMATO carefully inspects and packs all shipments and cannot be held responsible, directly or indirectly, for damages resulting from poor handling in transit. YAMATO will NOT accept any merchandise returned as "defective" that BUYER might have received in damaged condition.

INVOICING: UNLESS a specific agreement to the contrary has been made, shipments will be invoiced at prices in effect at the time of shipment, including orders placed before a price change. However, no order will be invoiced without first obtaining BUYER'S authorization to apply higher prices than those shown on BUYER'S Purchase Order(s).

RETURN OF MERCHANDISE: YAMATO will NOT accept any "charge back", "debit memos", etc. NO return will be accepted for any reason whatsoever after 30 days from date of original shipment. Authorization to return must be first obtained from YAMATO. The Return Authorization Number must be obtained within three (3) business days of receiving product to avoid 'restocking charges'. After three (3) days a 'restocking charge' equal to 15% of the 'dealer discount price' with a minimum charge of \$10.00 per return will be billed to the BUYER. Only UNUSED merchandise will be accepted, subject to inspection upon receipt by YAMATO. All returns must be shipped to YAMATO, FREIGHT PREPAID and INSURED.

FOR "OPEN ACCOUNT" SHIPMENTS

After credit has been duly established at YAMATO'S sole discretion, the following terms of payment will apply:

PAYMENT OF INVOICES: Invoices are due and payable 30 days from the date of invoice.

LATE PAYMENT CHARGES: Late payment charges are subject to a 1.5 % charge per month or fraction thereof (18% annual rate)-or MAXIMUM permissible under State Law-calculated on the balance of the invoice(s), including freight and/or similar charges. Preparing, typing and mailing reminders is costly, therefore, THE MINIMUM LATE CHARGE SHALL BE \$5.00 PER PAST DUE INVOICE.

COLLECTION OF PAST DUE INVOICES: ALL PAST DUE INVOICES will be referred for collection. It is understood and agreed that all collection expenses up to and including all eventual COURT COSTS AND REASONABLE ATTORNEY FEES will be added to amount(s) past due and will be paid by BUYER. Please initial: _____

CONTINUED →



LIMITED WARRANTY

YAMATO warrants that all its Accu-Weigh products, hereinafter referred to as PRODUCTS, are free from defects in workmanship and material for a period indicated on the list of "suggested retail prices" covering such products. No other express warranty is given and no affirmation from YAMATO, by word or action, shall constitute any further express or implied warranty.

No agent, employee or representative of YAMATO has any authority to bind YAMATO to any affirmation, representation or warranty covering PRODUCTS. Unless an affirmation, representation or warranty made by an agent, employee or representative is specifically included within a written agreement, signed or ratified by YAMATO, it shall not be enforceable.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF EXCEPT AS EXPRESSLY SET FORTH ABOVE, AND YAMATO SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY AND ANY WARRANTY THAT THE PRODUCTS ARE FIT FOR ANY PARTICULAR PURPOSE.

FURTHER, the sole and exclusive remedy for any breach of warranty, defect or other breach by YAMATO hereunder shall be that YAMATO will, at its option, replace or repair all defective or nonconforming product or parts thereof, such repair or replacement to be made at YAMATO'S plant.

IT IS EXPRESSLY AGREED THAT REPLACEMENT AND/OR REPAIR SHALL BE THE SOLE REMEDY WITH RESPECT TO ANY NONCONFORMING PRODUCT AND PARTS THEREOF AND SHALL BE IN LIEU OF ANY OTHER REMEDY OTHERWISE AVAILABLE BY APPLICABLE LAW.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT YAMATO SHALL HAVE NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM DEFECT OR NONCONFORMITY OF THE PRODUCTS OR PARTS THEREOF.

The right to make changes and improvements in the PRODUCTS is reserved without incurring any obligation to similarly alter PRODUCTS previously purchased.

This Limited Warranty does not apply to any malfunctions caused by improper installation, misuse, accidental damages, neglect or tampering with the mechanical or electronic system of the PRODUCTS. This Limited Warranty is extended only to direct purchasers of the PRODUCTS from YAMATO. No warranty of any kind under any circumstance is extended by YAMATO to any other purchaser of the PRODUCTS including, but not limited to, any purchaser of the PRODUCTS, directly or indirectly, from one to whom this Limited Warranty is extended.

Where applicable, electric cords, fuses, batteries, lamps and/or switches are NOT covered by this Limited Warranty.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN.

AGREED

YAMATO CORPORATION
1272 Dakota Drive
Grafton, WI 53024

Signed by: _____

Title: _____

Date: ____/____/____

AGREED

BUYER _____

Address: _____

City and State _____

Signed by: _____

Title: _____

Date: ____/____/____